SOLICITATIO	<b>N/CONTRACT</b> OR TO COMPLE					s	1. REQUIS	SITIO	N NUMBER			PAGE	1 OF 86
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE 4. ORDER N						- 1		CITATION NUMBER  NN-04-B-0005			6. SOLICITATION ISSUE DATE 03-Aug-2004	
7. FOR SOLICITATION INFORMATION CAL					b. TELEPHONE NUMI 412-395-7468			NE NUMBER (No C	Collect Calls)	8. OFFER	R DUE DATE/LOCAL TIME AM 03 Sep 2004		
9. ISSUED BY  U.S. ARMY ENGINE CONTRACTING DIV W S MOORHEAD FI 1000 LIBERTY AVEI PITTSBURGH PA 15	ISION (ROOM 727) EDERAL BUILDING NUE	CODE	W911WN		X SET A	STRI SIDE MALL	CTED : 10 BUSINES	00 % SS	FOR	11. DELIVERY F DESTINATION U BLOCK IS MARK SEE SCHEI	NLESS	12. DISC	COUNT TERMS
FITISBUNGHFAR	3222-4160				8(.		NE SMAL	L BU	JSINESS		AS (15 CFR		
TEL: 412-395-74					NAICS: 22 SIZE STAN			lion		14. METHOD OF	SOLICITAT	TON	RFP
15. DELIVER TO SHENANGO RIVER LA HARRY O'CONNELL US ARMY CORPS OF HERMITAGE PA 16150 TEL: 724-962-7746 FA	AKE ENGINEER 2442 KELL D-9703	0022	4R1HD0		16. ADMINI	STER	RED BY					ODE	
17a.CONTRACTOR	/ OFFEROR		CILITY DE		18a. PAYM	ENT	WILL BE N	MADI	Е ВҮ		С	ODE	
17b. CHECK	IF REMITTANCE	IS DIFFER	ENT AND P	UT	18b. SUB BELOW I					ESS SHOWN I	N BLOCK	18a. UN	ILESS BLOCK
19. ITEM NO.	2	). SCHEDUL	E OF SUPF	PLIES/ S	ERVICES		1	21. (	_ QUANTIT`	Y 22. UNIT	23. UNIT	PRICE	24. AMOUNT
			SEE SCH	EDULE	<b>!</b>								
25. ACCOUNTING	AND APPROPRIATIO	DN DATA								26. TOTAL /	AWARD AMO	OUNT (Fo	r Govt. Use Only)
<b> </b>	TION INCORPORATI										DDENDA X	ARE ARE	ARE NOT ATTACHED ARE NOT ATTACHED
SET FORTH OF	IS REQUIRED TO SI FFICE. CONTRACTO R OTHERWISE IDEN HE TERMS AND CO	OR AGREES TO TIFIED ABOVE	FURNISH AN	ND DELIVE Y ADDITIO	ER ALL ITEM		IES 29	O (B	FFER DATE BLOCK 5), IN	ONTRACT: REFE D ICLUDING ANY A HEREIN, IS ACCE	. YOUR (	OR CHANG	N SOLICITATION GES WHICH ARE
30a. SIGNATURE	OF OFFEROR/	CONTRACT	OR	_	31a.UN	IITEC	STATES	OF	AMERICA (	SIGNATURE OF CC	NTRACTING	OFFICER)	31c. DATE SIGNED
30b. NAME AND (TYPE OR PRINT)	TITLE OF SIGNE	R	30c. DAT	E SIGNE	515. 1	IAME	OF CONT	RACT	ring OFFIC		R PRINT)		
					TEL:					EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					EMS					PA	GE 2 OF 86	
19. ITEM NO	.	,		SUPPLIES/ SE	RVICES		21. QUANTI	ITY 2	22. UNIT	23. UNIT	PRICE	24. AMOUNT
19. ITEM NO		(CC	20. SCHEDULE OF S		RVICES		21. QUANTI	ITY 2	22. UNIT	23. UNIT	PRICE	24. AMOUNT
32a. QUANTITY I	N COLUM	N 21 HAS	BEEN									•
RECEIVED		ECTED	ACCEPTED, AND CONFO		ONTRACT,							
32b. SIGNATURE REPRESEN		HORIZED	GOVERNMENT	32c. DATE		I	ED NAME AND T	TITLE OI	F AUTHORI	ZED GOVER	NMENT	
32e. MAILING AD	DRESS C	OF AUTHC	RIZED GOVERNMENT REP	RESENTATIVE			HONE NUMBER					SENTATIVE
33. SHIP NUMBE	FINAL	_	CHER NUMBER	35. AMOUNT VE CORRECT		36.	PAYMENT COMPLETI	E F	PARTIAL	FINAL	37. CHEC	CK NUMBER
38. S/R ACCOUN	T NUMBE	R 39.	S/R VOUCHER NUMBER	40. PAID BY		I						
			ORRECT AND PROPER FO		42a. RE0	CEIVED BY	(Print)					
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 4			41c. DATE	42b. RE0	CEIVED AT	(Location)						
					42c. DA	ΓΕ REC'D (	YY/MM/DD)	42d. TC	OTAL CONT.	AINERS		

Page 3 of 86

Section SF 1449 - CONTINUATION SHEET

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT

**QUANTITY** 

34 Days

**OPERATION AND MAINTENANCE** 

**FFP** 

0001

OF WATER DISTRIBUTION SYSTEM AT THE SHENANGO RECREATION AREA FOR THE PERIOD 1 OCT 2004 (OR CONTRACT EFFECTIVE DATE,

WHICHEVER IS LATER) THROUGH 30 APRIL 2005

ESTIMATED NET AMT

FOB: Destination

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT

QUANTITY

0002 46 Days OPERATION AND MAINTENANCE

FFP

OF WATER DISTRIBUTION SYSTEM AT THE SHENANGO RECREATION

AREA FOR THE PERIOD 01 MAY 2005 THROUGH 30 SEP 2005

ESTIMATED NET AMT

FOB: Destination

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT

QUANTITY

0003 52 Days

OPERATION AND MAINTENANCE

FFP

OF WATER DISTRIBUTION SYSTEM AT THE MAHANEY RECREATION AREA COMPLEX AND RESOURCE MANAGER'S OFFICE FOR THE

PERIOD 1 OCT 2004 (OR CONTRACT EFFECTIVE DATE, WHICHEVER IS

LATER) THROUGH 30 SEP 2005

ESTIMATED NET AMT

Page 4 of 86

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT

QUANTITY

0004 30 Days

OPERATION AND MAINTENANCE

FFP

OF WATER DISTRIBUTION SYSTEM AT THE MAHANEY RECREATION AREA OVERLOOK FOR THE PERIOD 1 OCT 2004 (OR CONTRACT EFFECTIVE DATE, WHICHEVER IS LATER) THROUGH 30 SEP 2005

ESTIMATED NET AMT

FOB: Destination

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT

QUANTITY

0005 18 Days OPERATION AND MAINTENANCE

FFP

OF WATER DISTRIBUTION SYSTEM AT THE MAHANEY RECREATION AREA BOAT LAUNCH FOR THE PERIOD 1 OCT 2004 (OR CONTRACT EFFECTIVE DATE, WHICHEVER IS LATER) THROUGH 30 SEP 2005

ESTIMATED NET AMT

FOB: Destination

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT

QUANTITY

0006 5 Each

ANNUAL NITRATE/NITRITE TESTS

**FFP** 

FOR FIVE (5) WATER SYSTEMS FOR THE PERIOD 1 OCT 2004 (OR CONTRACT EFFECTIVE DATE, WHICHEVER IS LATER) THROUGH 30 SEP 2005

ESTIMATED NET AMT

Page 5 of 86

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT

QUANTITY

0007 20 Each

QUARTERLY COLIFORM TESTS

**FFP** 

FOR FIVE (5) WATER SYSTEMS FOR THE PERIOD 1 OCT 2004 (OR CONTRACT EFFECTIVE DATE, WHICHEVER IS LATER) THROUGH 30  $\,$ 

SEP 2005

ESTIMATED NET AMT

FOB: Destination

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT

**OUANTITY** 

0008 10 Each

SERVICES FOR BREAKDOWNS

**FFP** 

LIMITED TO ONE HOUR ON-SITE LABOR PER SERVICE CALL FOR THE PERIOD 1 OCT 2004 (OR CONTRACT EFFECTIVE DATE, WHICHEVER IS

LATER) THROUGH 30 SEP 2005

ESTIMATED NET AMT

FOB: Destination

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT

QUANTITY

0009 132 Days

OPERATION OF SEWAGE TREATMENT SYSTEM

**FFP** 

FOR THE PERIOD 23 MAY 2005 THROUGH 30 SEP 2005

ESTIMATED NET AMT

Page 6 of 86

ITEM NO SUPPLIES/SERVICES **ESTIMATED** UNIT **UNIT PRICE** ESTIMATED AMOUNT **OUANTITY** 0010 10 Each SERVICES FOR BREAKDOWNS **FFP** FOR THE PERIOD 23 MAY 2005 THROUGH 30 SEP 2005 **ESTIMATED NET AMT** FOB: Destination ITEM NO SUPPLIES/SERVICES UNIT UNIT PRICE **ESTIMATED AMOUNT ESTIMATED QUANTITY** 0011 4,500 Linear Foot CLEANING SEWAGE COLLECTION LINES FOR THE PERIOD 23 MAY 2005 THROUGH 30 SEP 2005 **ESTIMATED NET AMT** FOB: Destination

TOTAL ESTIMATED AMOUNT FOR BASE YEAR \$ \_\_\_\_\_

Page 7 of 86

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT

Days

QUANTITY

1001 34 OPTION OPERATION AND MAINTENANCE

**FFP** 

OF WATER DISTRIBUTION SYSTEM AT THE SHENANGO RECREATION

AREA FOR THE PERIOD 1 OCT 2005 THROUGH 30 APRIL 2006

ESTIMATED NET AMT

FOB: Destination

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT

QUANTITY

1002 46 Days

OPTION OPERATION AND MAINTENANCE

FFP

OF WATER DISTRIBUTION SYSTEM AT THE SHENANGO RECREATION

AREA FOR THE PERIOD 01 MAY 2006 THROUGH 30 SEP 2006

ESTIMATED NET AMT

FOB: Destination

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT

QUANTITY

1003 52 Days

OPTION OPERATION AND MAINTENANCE

FFP

OF WATER DISTRIBUTION SYSTEM AT THE MAHANEY RECREATION

AREA COMPLEX AND RESOURCE MANAGER'S OFFICE FOR THE

PERIOD 1 OCT 2005 THROUGH 30 SEP 2006

ESTIMATED NET AMT

Page 8 of 86

SUPPLIES/SERVICES **UNIT UNIT PRICE** ESTIMATED AMOUNT ITEM NO **ESTIMATED** 

**OUANTITY** 

1004 30 Days

OPTION OPERATION AND MAINTENANCE

**FFP** 

OF WATER DISTRIBUTION SYSTEM AT THE MAHANEY RECREATION AREA OVERLOOK FOR THE PERIOD 1 OCT 2005 THROUGH 30 SEP 2006

> **ESTIMATED NET AMT**

FOB: Destination

ITEM NO SUPPLIES/SERVICES **ESTIMATED** UNIT **UNIT PRICE ESTIMATED AMOUNT** 

**QUANTITY** 

1005 18 Days OPERATION AND MAINTENANCE

OPTION

OF WATER DISTRIBUTION SYSTEM AT THE MAHANEY RECREATION

AREA BOAT LAUNCH FOR THE PERIOD 1 OCT 2005 THROUGH 30 SEP

2006

**ESTIMATED NET AMT** 

FOB: Destination

ESTIMATED AMOUNT ITEM NO SUPPLIES/SERVICES **ESTIMATED UNIT UNIT PRICE** 

**QUANTITY** 

1006 Each

OPTION ANNUAL NITRATE/NITRITE TESTS

FOR FIVE (5) WATER SYSTEMS FOR THE PERIOD 1 OCT 2005 THROUGH

30 SEP 2006

**ESTIMATED NET AMT** 

Page 9 of 86

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT

**OUANTITY** 

1007 20 Each

OPTION QUARTERLY COLIFORM TESTS

FFP

FOR FIVE (5) WATER SYSTEMS FOR THE PERIOD 1 OCT 2005 THROUGH

30 SEP 2006

ESTIMATED NET AMT

FOB: Destination

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT

QUANTITY

1008 10 Each

OPTION SERVICES FOR BREAKDOWNS

FFP

LIMITED TO ONE HOUR ON-SITE LABOR PER SERVICE CALL (FOR THE

PERIOD 1 OCT 2005 THROUGH 30 SEP 2006)

ESTIMATED NET AMT

FOB: Destination

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT

QUANTITY

1009 180 Days
OPTION OPERATION OF SEWAGE TREATMENT SYSTEM

**FFP** 

FOR THE PERIOD 01 APR 2006 THROUGH 30 SEP 2006

ESTIMATED NET AMT

Page 10 of 86

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT
QUANTITY

1010 10 Each
OPTION SERVICES FOR BREAKDOWNS

SERVICES FOR BREAKDOWN

FFP

FOR THE PERIOD 01 APR 2006 THROUGH 30 SEP 2006

ESTIMATED NET AMT

FOB: Destination

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT

**QUANTITY** 

1011 4,500 Linear

Foot

OPTION CLEANING SEWAGE COLLECTION LINES

FFP

FOR THE PERIOD 01 APR 2006 THROUGH 30 SEP 2006

ESTIMATED NET AMT

FOB: Destination

TOTAL ESTIMATED AMOUNT FOR OPTION YEAR 1 \$ \_\_\_\_\_

Page 11 of 86

ITEM NO **UNIT PRICE** SUPPLIES/SERVICES **ESTIMATED UNIT ESTIMATED AMOUNT** 

Days

**QUANTITY** 34

OPTION OPERATION AND MAINTENANCE

2001

OF WATER DISTRIBUTION SYSTEM AT THE SHENANGO RECREATION

AREA FOR THE PERIOD 1 OCT 2006 THROUGH 30 APRIL 2007

**ESTIMATED NET AMT** 

FOB: Destination

**UNIT PRICE** ITEM NO SUPPLIES/SERVICES **ESTIMATED UNIT ESTIMATED AMOUNT** 

**QUANTITY** 

2002 46 Days

OPTION OPERATION AND MAINTENANCE

**FFP** 

OF WATER DISTRIBUTION SYSTEM AT THE SHENANGO RECREATION

AREA FOR THE PERIOD 01 MAY 2007 THROUGH 30 SEP 2007

**ESTIMATED NET AMT** 

FOB: Destination

ITEM NO SUPPLIES/SERVICES **ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT** 

**QUANTITY** 

2003 52 Days

OPERATION AND MAINTENANCE

OPTION

OF WATER DISTRIBUTION SYSTEM AT THE MAHANEY RECREATION

AREA COMPLEX AND RESOURCE MANAGER'S OFFICE FOR THE

PERIOD 1 OCT 2006 THROUGH 30 SEP 2007

**ESTIMATED NET AMT** 

Page 12 of 86

SUPPLIES/SERVICES **UNIT UNIT PRICE** ITEM NO **ESTIMATED ESTIMATED AMOUNT** 

**OUANTITY** 

2004 30 Days OPTION

OPERATION AND MAINTENANCE

**FFP** 

OF WATER DISTRIBUTION SYSTEM AT THE MAHANEY RECREATION AREA OVERLOOK FOR THE PERIOD 1 OCT 2006 THROUGH 30 SEP 2007

> **ESTIMATED NET AMT**

FOB: Destination

ITEM NO SUPPLIES/SERVICES **ESTIMATED** UNIT **UNIT PRICE ESTIMATED AMOUNT** 

**QUANTITY** 

2005 18 Days

OPTION OPERATION AND MAINTENANCE

OF WATER DISTRIBUTION SYSTEM AT THE MAHANEY RECREATION

AREA BOAT LAUNCH FOR THE PERIOD 1 OCT 2006 THROUGH 30 SEP

2007

**ESTIMATED NET AMT** 

FOB: Destination

UNIT PRICE ESTIMATED AMOUNT ITEM NO SUPPLIES/SERVICES **ESTIMATED UNIT** 

**QUANTITY** 

2006 Each

OPTION ANNUAL NITRATE/NITRITE TESTS

FOR FIVE (5) WATER SYSTEMS FOR THE PERIOD 1 OCT 2006 THROUGH

30 SEP 2007

**ESTIMATED NET AMT** 

Page 13 of 86

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT

**QUANTITY** 

2007 20 Each

OPTION QUARTERLY COLIFORM TESTS

FFP

FOR FIVE (5) WATER SYSTEMS FOR THE PERIOD 1 OCT 2006 THROUGH

30 SEP 2007

ESTIMATED NET AMT

FOB: Destination

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT

QUANTITY

2008 10 Each

OPTION SERVICES FOR BREAKDOWNS

FFP

LIMITED TO ONE HOUR ON-SITE LABOR PER SERVICE CALL (FOR THE

PERIOD 1 OCT 2006 THROUGH 30 SEP 2007)

ESTIMATED NET AMT

FOB: Destination

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT

QUANTITY

2009 180 Days
OPTION OPERATION OF SEWAGE TREATMENT SYSTEM

FFP

FOR THE PERIOD 01 APR 2007 THROUGH 30 SEP 2007

ESTIMATED NET AMT

Page 14 of 86

ITEM NO SUPPLIES/SERVICES **ESTIMATED** UNIT **UNIT PRICE** ESTIMATED AMOUNT **OUANTITY** 2010 10 Each OPTION SERVICES FOR BREAKDOWNS

**FFP** 

FOR THE PERIOD 01 APR 2007 THROUGH 30 SEP 2007

**ESTIMATED NET AMT** 

FOB: Destination

ITEM NO SUPPLIES/SERVICES UNIT **UNIT PRICE ESTIMATED AMOUNT ESTIMATED** 

**QUANTITY** 

2011 4,500 Linear Foot

OPTION CLEANING SEWAGE COLLECTION LINES

FOR THE PERIOD 01 APR 2007 THROUGH 30 SEP 2007

**ESTIMATED NET AMT** 

FOB: Destination

TOTAL ESTIMATED AMOUNT FOR OPTION YEAR 2 \$ \_\_\_\_\_

Page 15 of 86

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT

Days

QUANTITY 34

OPTION OPERATION AND MAINTENANCE

**FFP** 

3001

OF WATER DISTRIBUTION SYSTEM AT THE SHENANGO RECREATION

AREA FOR THE PERIOD 1 OCT 2007 THROUGH 30 APRIL 2008

ESTIMATED NET AMT

FOB: Destination

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT

QUANTITY

3002 46 Days

OPTION OPERATION AND MAINTENANCE

FFP

OF WATER DISTRIBUTION SYSTEM AT THE SHENANGO RECREATION

AREA FOR THE PERIOD 01 MAY 2008 THROUGH 30 SEP 2008

ESTIMATED NET AMT

FOB: Destination

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT

QUANTITY

3003 52 Days

OPTION OPERATION AND MAINTENANCE

FFP

OF WATER DISTRIBUTION SYSTEM AT THE MAHANEY RECREATION

AREA COMPLEX AND RESOURCE MANAGER'S OFFICE FOR THE

PERIOD 1 OCT 2007 THROUGH 30 SEP 2008

ESTIMATED NET AMT

Page 16 of 86

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT

**QUANTITY** 

3004 30 Days
OPTION OPERATION AND MAINTENANCE

FFP

OF WATER DISTRIBUTION SYSTEM AT THE MAHANEY RECREATION AREA OVERLOOK FOR THE PERIOD 1 OCT 2007 THROUGH 30 SEP 2008

ESTIMATED NET AMT

FOB: Destination

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT

QUANTITY

3005 18 Days

OPERATION AND MAINTENANCE

OPTION

OF WATER DISTRIBUTION SYSTEM AT THE MAHANEY RECREATION

AREA BOAT LAUNCH FOR THE PERIOD 1 OCT 2007 THROUGH 30 SEP

2008

ESTIMATED NET AMT

FOB: Destination

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT

QUANTITY

3006 5 Each

OPTION ANNUAL NITRATE/NITRITE TESTS

FFP

FOR FIVE (5) WATER SYSTEMS FOR THE PERIOD 1 OCT 2007 THROUGH

30 SEP 2008

ESTIMATED NET AMT

Page 17 of 86

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT

**OUANTITY** 

3007 20 Each

OPTION QUARTERLY COLIFORM TESTS

FFP

FOR FIVE (5) WATER SYSTEMS FOR THE PERIOD 1 OCT 2007 THROUGH

30 SEP 2008

ESTIMATED NET AMT

FOB: Destination

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT

QUANTITY

3008 10 Each

OPTION SERVICES FOR BREAKDOWNS

FFP

LIMITED TO ONE HOUR ON-SITE LABOR PER SERVICE CALL (FOR THE

PERIOD 1 OCT 2007 THROUGH 30 SEP 2008)

ESTIMATED NET AMT

FOB: Destination

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT

QUANTITY

3009 180 Days
OPTION OPERATION OF SEWAGE TREATMENT SYSTEM

**FFP** 

FOR THE PERIOD 01 APR 2008 THROUGH 30 SEP 2008

ESTIMATED NET AMT

Page 18 of 86

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT QUANTITY

3010 10 Each

OPTION SERVICES FOR BREAKDOWNS

**FFP** 

FOR THE PERIOD 01 APR 2008 THROUGH 30 SEP 2008

ESTIMATED NET AMT

FOB: Destination

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT

QUANTITY

3011 4,500 Linear

Foot

OPTION CLEANING SEWAGE COLLECTION LINES

FFP

FOR THE PERIOD 01 APR 2008 THROUGH 30 SEP 2008

ESTIMATED NET AMT

FOB: Destination

TOTAL ESTIMATED AMOUNT FOR OPTION YEAR 3 \$ \_\_\_\_\_

Page 19 of 86

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT

QUANTITY

4001 34 Days

OPTION OPERATION AND MAINTENANCE

OF WATER DISTRIBUTION SYSTEM AT THE SHENANGO RECREATION

AREA FOR THE PERIOD 1 OCT 2008 THROUGH 30 APRIL 2009

ESTIMATED NET AMT

FOB: Destination

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT

QUANTITY

4002 46 Days

OPTION OPERATION AND MAINTENANCE

FFP

OF WATER DISTRIBUTION SYSTEM AT THE SHENANGO RECREATION

AREA FOR THE PERIOD 01 MAY 2009 THROUGH 30 SEP 2009

ESTIMATED NET AMT

FOB: Destination

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT

QUANTITY

4003 52 Days

OPTION OPERATION AND MAINTENANCE

FFP

OF WATER DISTRIBUTION SYSTEM AT THE MAHANEY RECREATION

AREA COMPLEX AND RESOURCE MANAGER'S OFFICE FOR THE

PERIOD 1 OCT 2008 THROUGH 30 SEP 2009

ESTIMATED NET AMT

Page 20 of 86

SUPPLIES/SERVICES **UNIT UNIT PRICE** ESTIMATED AMOUNT ITEM NO **ESTIMATED** 

**OUANTITY** 

4004 30 Days

OPTION OPERATION AND MAINTENANCE

**FFP** 

OF WATER DISTRIBUTION SYSTEM AT THE MAHANEY RECREATION AREA OVERLOOK FOR THE PERIOD 1 OCT 2008 THROUGH 30 SEP 2009

> **ESTIMATED NET AMT**

FOB: Destination

ITEM NO SUPPLIES/SERVICES **ESTIMATED** UNIT **UNIT PRICE ESTIMATED AMOUNT** 

**QUANTITY** 

4005 18 Days OPERATION AND MAINTENANCE

OPTION

OF WATER DISTRIBUTION SYSTEM AT THE MAHANEY RECREATION

AREA BOAT LAUNCH FOR THE PERIOD 1 OCT 2008 THROUGH 30 SEP

2009

**ESTIMATED NET AMT** 

FOB: Destination

UNIT PRICE ESTIMATED AMOUNT ITEM NO SUPPLIES/SERVICES **ESTIMATED UNIT** 

**QUANTITY** 

4006 Each

OPTION ANNUAL NITRATE/NITRITE TESTS

FOR FIVE (5) WATER SYSTEMS FOR THE PERIOD 1 OCT 2008 THROUGH

30 SEP 2009

**ESTIMATED NET AMT** 

Page 21 of 86

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT

**QUANTITY** 

4007 20 Each

OPTION QUARTERLY COLIFORM TESTS

FFP

FOR FIVE (5) WATER SYSTEMS FOR THE PERIOD 1 OCT 2008 THROUGH

30 SEP 2009

ESTIMATED NET AMT

FOB: Destination

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT

QUANTITY

4008 10 Each

OPTION SERVICES FOR BREAKDOWNS

FFP

LIMITED TO ONE HOUR ON-SITE LABOR PER SERVICE CALL (FOR THE

PERIOD 1 OCT 2008 THROUGH 30 SEP 2009)

ESTIMATED NET AMT

FOB: Destination

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT

QUANTITY

4009 180 Days
OPTION OPERATION OF SEWAGE TREATMENT SYSTEM

**FFP** 

FOR THE PERIOD 01APR 2009 THROUGH 30 SEP 2009

ESTIMATED NET AMT

Page 22 of 86

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4010		10	Each		
OPTION	SERVICES FOR BREAK	DOWNS			
	FFP FOR THE PERIOD 01AP	R 2009 THROUG	H 30 SEP 200	09	
				_	
				ESTIMATED NET AMT	
FOR:	Destination				
ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4011		4,500	Linear		
OPTION	CLEANING SEWAGE C	OLLECTION LIN	Foot IES		
	FFP FOR THE PERIOD 01AP	D 2000 THDOUG	H 30 SED 200	00	
	TOR THE LEXIOD WAI	K 2009 TIIKOOO	11 30 SEI 200	09	
				_	
				ESTIMATED	
				NET AMT	
FOB:	Destination				
	TO	OTAL ESTIMATE	ED AMOUNT	FOR OPTION YEAR 4 \$ _	
	$TOT\Delta$	ALESTIMATED A	AMOUNT FO	OR TOTAL CONTRACT \$ _	
	1017	L LOIMAILD A	THOUSALL LC	IN TOTAL CONTRACT \$	

### PROVISIONS INCORPORATED BY FULL TEXT

## 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
- "Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

- (b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).
TIN:
TIN has been applied for.
TIN is not required because:
Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
Offeror is an agency or instrumentality of a foreign government;
Offeror is an agency or instrumentality of the Federal Government.
(4) Type of organization.
Sole proprietorship;
Partnership;
Corporate entity (not tax-exempt);
Corporate entity (tax-exempt);
Government entity (Federal, State, or local);
Foreign government;
International organization per 26 CFR 1.6049-4;
Other
(5) Common parent.
Offeror is not owned or controlled by a common parent;
Name and TIN of common parent:

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- (c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.
- (1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.
- (2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.
- (7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

- (i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.
- (ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:
- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):
Average Annual
Number of Employees Gross Revenues
50 or fewer \$1 million or less
51 - 100 \$1,000,001 - \$2 million
101 - 250 \$2,000,001 - \$3.5 million
251 - 500 \$3,500,001 - \$5 million
501 - 750 \$5,000,001 - \$10 million
751 - 1,000 \$10,000,001 - \$17 million
Over 1,000 Over \$17 million
(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)
(i) General. The offeror represents that either
(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:)
(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph $(c)(1)$ of this provision.) The offeror represents, as part of its offer, that
(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph $(c)(10)(i)$ of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
(d) Representations required to implement provisions of Executive Order 11246
(1) Previous Contracts and Compliance. The offeror represents that
(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and
(ii) It ( ) has, ( ) has not, filed all required compliance reports.
(2) Affirmative Action Compliance. The offeror represents that
(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or
(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.
(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American ActSupplies, is included in this solicitation.)
(1) The offeror certifies that each end product, except those listed in paragraph $(f)(2)$ of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American ActBalance of Payments Program-Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.
(2) Foreign End Products:
Line Item No.: Country of Origin:
(List as necessary)
(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled `Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.
- (ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled `Buy American Act--North American Free Trade Agreement-Israeli Trade Act":

NAFTA Country or Israeli End Products
Line Item No.: Country of Origin:
(List as necessary)
(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled `Buy American ActNorth American Free Trade AgreementIsraeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.
Other Foreign End Products
Line Item No.:Country of Origin:
(List as necessary)
(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
(2) (2) Buy American ActNorth American Free Trade AgreementsIsraeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American ActNorth American Free Trade AgreementIsraeli Trade Act":
Canadian End Products:
Line Item No.
(List as necessary)

- (3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
- (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement-Israeli Trade Act":

Canadian or Israeli End Products:
Line Item No.
Country of Origin
(List as necessary)
(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.Smade, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled ``Trade Agreements."
(ii) The offeror shall list as other end products those end products that are not U.Smade, designated country, Caribbean Basin country, or NAFTA country end products.
Other End Products
Line Item No.: Country of Origin:
(List as necessary)
(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.Smade, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.Smade, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals
(1) ( ) Are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
(3) ( ) Are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity

with, commission of any of these offenses.

Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]
(1) Listed end products.
Listed End Product
Listed Countries of Origin
(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)
( ) (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
(End of provision)
52.217-5 EVALUATION OF OPTIONS (JUL 1990)
Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).
(End of provision)
252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)
(a) Definitions.
As used in this clause-
(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The

- (2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.
- (b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.
- (c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).
- (1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.
- (2) Representation.

The Offeror represents that it-

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontrac resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

### CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to OfferorsCommercial Items	JAN 2004
52.212-4	Contract Terms and ConditionsCommercial Items	OCT 2003

### CLAUSES INCORPORATED BY FULL TEXT

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

# 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2004)

- (a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)
- \_X\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

  \_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

  \_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

  \_\_ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

  \_\_ (ii) Alternate I (MAR 1999) to 52.219-5.

  \_\_ (iii) Alternate II to (JUNE 2003) 52.219-5.

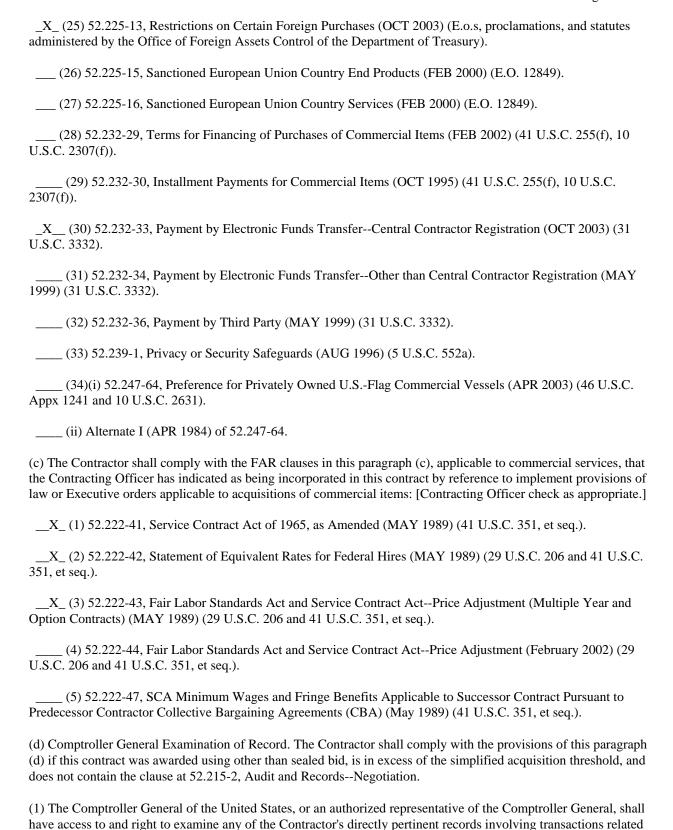
  \_\_ (iii) Alternate I (OCT 1995) of 52.219-6.

  \_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

  \_\_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

  \_\_ (ii) Alternate I (OCT 1995) of 52.219-7.
- \_X\_ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- \_\_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (OCT 2001) of 52.219-9
(iii) Alternate II (OCT 2001) of 52.219-9.
_X_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
(ii) Alternate I (JUNE 2003) of 52.219-23.
(11) 52.219-25, Small Disadvantaged Business Participation ProgramDisadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
(12) 52.219-26, Small Disadvantaged Business Participation ProgramIncentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
_X_ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
(15) 52.222-19, Child LaborCooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).
_X_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
_X_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
_X_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
_X_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
_X_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
(21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
(ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
(22) 52.225-1, Buy American ActSupplies (JUNE 2003) (41 U.S.C. 10a-10d).
(23)(i) 52.225-3, Buy American ActFree Trade AgreementsIsraeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
(ii) Alternate I (JAN 2004) of 52.225-3.
(iii) Alternate II (JAN 2004) of 52.225-3.
(24) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).



to this contract.

- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
- (vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a <u>firm fixed price</u> contract resulting from this solicitation.

(End of clause)

### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the award

effective date through the remaining effective period of the contract and any exercised option periods.

- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

## 52.216-19 ORDER LIMITATIONS. (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor:
  - (1) Any order for a single item in excess of \$50,000;
- (2) Any order for a combination of items in excess of \$100,000; or
- (3) A series of orders from the same ordering office within 4 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

## 52.216-21 REQUIREMENTS (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days after expiration.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the effective period of the contract and any exercised option periods.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 5 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov/far/
(End of clause)
252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)
(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.
(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.
(End of clause)
252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2004)
(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.
_X_52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).
(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.
252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).
_X_ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10.U.S.C. 2533a).
252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).
252.225-7021 Trade Agreements (JAN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
252.225-7036 Buy American ActNorth American Free Trade Agreement Implementation ActBalance of Payment Program (JAN 2004) (Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).
252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).
252.227-7015 Technical DataCommercial Items (NOV 1995) (10 U.S.C. 2320).
252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).
_X_ 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
X_ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (Alternate I) (MAR 2000) (Alternate II) (MAR 2000).
_X_252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive OrdersCommercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).
252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)
(End of clause)
252.242-7000 POSTAWARD CONFERENCE (DEC 1991)
The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.
(End of clause)

# ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS

The following provisions are hereby included as an addendum to FAR 52.212-1, Instructions to Offerors-Commercial Items:

#### PERIOD FOR ACCEPTANCE OF OFFERS

The offeor agress to hold prices in its offer firm for 60 calendar days from the date specified for receipt of offer in lieu of the 30 calendar days cited in provision 52.212-1, Instructions to Offerors-Commercial Items.

# PRE BID CONFERENCE

Bidders are invited to attend a pre-bid conference to be held on Wednesday, August 11, 2004 at 10:30 a.m. at the following location:

U.S. Army Engineer District, Pittsburgh Shenango River Lake 2442 Kelly Road Hermitage, PA 16150 (724-962-7746)

Questions that the bidder may wish to have answered to the pre-bid conference may be directed to the following person by August 9, 2004.

U.S. Army Engineer District, Pittsburgh Attn: Darrin Barber 727William S. Moorhead Federal Bldg. 1000 Liberty Avenue Pittsburgh, Pa 15222-24186 Telephone: (412) 395-7464

# **ARITHMETIC DISCREPANCIES**

- a. For the purpose of the initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidders.
  - (1) Obviously misplaced decimal points will be corrected;
  - (2) In case of a discrepancy between the unit price and extended price, the unit price will govern;
  - (3) Apparent errors in extensions of unit prices will be corrected; and
  - (4) Apparent errors in addition of lump-sum and extended prices will be corrected.
- b. For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.
  - c. These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

### **AWARD**

Award will be made as a whole to one bidder.

#### PRE-AWARD SURVEY

Prior to award of the contract, the apparent low bidder will be required to furnish the following information upon request of the Contracting Officer:

- (a) Financial ability to perform the contract, including the availability of necessary working capital and credit. Bidder shall furnish a copy of its current financial statement and obtain statements from its bank or banks and/or lending institutions with whom it does business as to its credit and other data deemed pertinent regarding its ability to perform the work.
- (b) Business and financial reputation and integrity. Bidder shall furnish names and addresses of four or more commercial firms for whom work has been performed recently or is under construction. A brief description of the projects and dollar value of same shall also be furnished. Data on work performed which is similar to the proposed work is preferred. The same information is required regarding work performed for other Government installations.
  - (c) Give brief history of business experience, including length of time in present business.
- (d) Furnish statement as to similarity between services being rendered and those required by the proposed contract.
- (e) Indicate total dollar amount of all business on hand (military and commercial) with brief description of major projects and locations of same.
- (f) Furnish statement of facilities, materials, together with a list of key personnel and their qualifications available for performance of proposed contract.
  - (g) Furnish name and address of surety company which will furnish performance and payment bonds.
  - (h) Furnish names and address of proposes subcontractors.

# ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS

The following clauses are hereby included as an addendum so FAR 52.212-4, Contract Terms and Conditions-Commercial Items:

#### DEPARTMENT OF LABOR INTERPRETATION

Bidders should note that Department of Labor's position on employees driving pickup trucks from site to site to perform mowing, cleaning, etc., duties is that they are to be paid truck driver wages for the time spent driving. Please consider this information when preparing your bid.

# **WAGE DETERMINATION**

The Contractor and any subcontractor hereunder shall pay all of their employees engaged in performing work on this contract not less than the minimum wages and fringes as determined by the US Department of Labor, Employment Standards Administration, Wage and Hour Division, as stipulated in the attached Wage Determination. (see exhibit T).

The Contractor will be required to compensate employees throughout the contract performance, the current prevailing wage rates stipulated in the prevailing wage determination. The Contractor will receive the appropriate prevailing wage determination via modification from the Contract Administration Team as identified in Section G of the contract, for each year of contract performance. If a new Wage Determination is issued by the Department of Labor, the contract will be modified to reflect those current prevailing wage determinations.

# **INSURANCE**

a. The Contractor shall, at his own expense, procure and maintain during the entire performance period of this contract, insurance of at least the kinds and minimum amounts set forth below:

TYPE	BODILY INJU	JRY	PROPERTY AMOUNT	Γ DAMAGE
Comprehensive General Liability	\$500,000	Per Occurrence	ce	\$100,000
Automobile Liability	200,000	Each Person 500,000 Per O	Occurrence	xxxxxxx 20,000

Workmen's Compensation

& Employers Liability As Legally Required by the State

- b. Prior to the commencement of work hereunder, the contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interest of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.
- c. The Contractor shall also require all first tier subcontractors who will perform work on a Government installation to procure and maintain the insurance required as stated above during the performance of this contract. The Contractor shall furnish a current Certificate of Insurance, for each first tier subcontractor, to

the Contracting Officer, at lest five (5) days prior to entry of each subcontractor's personnel to the Government installation.

#### PERIOD OF SERVICE/PERFORMANCE OF CONTRACT

The period of service/performance under this contract will be from October 1, 2004 or date of award, whichever is later, through September 30, 2005, with the option to renew additional (4) one year option periods.

# COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

The Contractor shall be required to commence work on each task order under this contract within 24 hours after the date of receipt of the order or in case of the verbal notification within 24 hours, or as otherwise designated in Section H of the specifications. The COR reserves the right to cancel any services when it is found that the services prescribed are no longer needed. The Contractor shall prosecute said work diligently and shall complete each task order by the time prescribed in the order.

# **ORAL ORDERS**

Oral orders may be issued under this contract instrument, from time to time, where time does not permit the formal issuance of a written delivery order. A formal written order will be issued after the placement of the oral order. Definitization of all oral orders will be made within 30 days after the initial placement of the oral order via a DD Form 1449. The individual designated by the Contracting Officer as oral ordering officer will be identified at the pre work conference.

# **INVOICE PROCEDURES**

Invoices for services performed listing all Task Orders completed for that particular month shall be submitted in duplicate to:

U.S. Army Corps of Engineers Shenango River Lake 2442 Kelly Road Hermitage, PA 16150

#### SECTION C1

#### WATER DISTRIBUTION SYSTEM

- C1-1 SCOPE OF WORK. The Contractor shall operate, inspect and maintain the Shenango Lake water distribution systems. Performance shall be in accordance with specifications in this section and in the Performance Requirements Summary, Technical Exhibit 1. The Shenango Lake potable water system primarily consists of eight (6) wells, pipes, and appurtenant equipment. Exhibit C-1.1 below displays the water distribution system components at the site. The Contractor shall be responsible for operations and maintenance, including emergency calls, on all equipment in these water systems. All equipment is listed in Exhibit C-1.1. Specific tasks are grouped into operational checks, maintenance, and water treatment and tests. These are described in Exhibit C-1.1.
  - C1-2 MATERIALS. Not Used.
  - C1-3 WORK TO BE PERFORMED.
- C1-3.1 Operational Checks: The Contractor shall conduct operational checks described in this section. Checks shall be conducted on equipment as scheduled in this section and summarized in <u>Exhibit C-1.2</u>. The types of equipment at each site are displayed in Exhibit C-1.3.
- C1-3.2 Check Pump, Chlorinator, and heat lamps. The Contractor shall check this equipment by visually inspecting for damage and visually and audibly checking for problems by switching equipment on and off at least once during each check. Equipment shall be checked according to the schedules in <a href="Exhibit C-1.2">Exhibit C-1.2</a>. Damaged or problem equipment, as indicated by excessive vibration or noise, shall be shut down. The Contractor shall repair immediately or if not possible due to replacement of parts shall notify the COAR of shut down within two (2) hours. The Contractor shall arrange to replace equipment or parts.
- C1-3.3 Check Electrical and Control Systems. The Contractor shall usually check electrical systems and physically check ground fault receptacles by pushing the reset switch at least once. The Contractor shall recognize need for repair and repair immediately if possible or, if repairs are major, arrange with the COAR to have repaired. Checks shall be conducted according to schedules in Exhibit C-1.2.
- C1-3.4 Check Switches and Gauges. The Contractor shall check pressure gauges on the holding tanks to ensure readings are within prescribed limits. If not within limits the Contractor shall inspect for causes and shut down and repair if necessary.
- C1-3.5 Check Heat Lamps. The Contractor shall check the operation of heat lamps to ensure that they are operating.
- C1-3.6 Check Exterior of Pipes and Water Holding Tanks: The Contractor shall conduct visual checks of the exteriors of all pipes in the well pits and holding tank. Checks shall inspect for leakage, weakening of joints, and corrosion.
- C1-3.7 Check Pump Operation. The Contractor shall check pressure gauges on the holding tanks to monitor pump operation. The Contractor shall check pumps operation when gauge readings fall outside manufacturer recommended ranges. The Contractor shall adjust and repair as necessary.
- C1-3.8 Maintenance and Minor Repairs. The Contractor shall complete all maintenance and repairs detailed below at the time of scheduled operational checks or at other times as directed by COAR.
- C1-3.9 Maintenance Mercury Switches Controlling Pumps and Air Compressors. The Contractor shall check mercury switches inside Autocon control panels at indicated sites during the course of operational checks.

These switches shall be reset and adjusted as required to ensure proper pumps and compressor operation. One indicator of improper pump operation is readings outside of the acceptable holding tank levels described in manufacturer's recommendations. All adjustments and resetting shall be conducted according to specifications in the Installation and Maintenance Manual. Autocon Industries Incorporated.

- C1-3.10 Minor Repairs in Pipes and Holding Tanks. The Contractor shall seal and solder pipes and the holding tanks to stop leakage. Repairs shall be made within four (4) hours of Contractors recognition of leak during scheduled operational checks. In cases of major leaks the Contractor shall shut down the affected system and notify the COAR immediately. Repairs shall be made within time frames at the direction of the COAR. The Contractor shall also remove rust from metal surfaces once a year and paint affected areas.
- C1-3.11 Water Treatment. The Contractor shall also check and maintain chlorine levels at all sites on a weekly basis and polyphosphate level at the Shenango Recreation Area during summer operation.
- C1-3.12 Provide Water Treatment Chemical and Supplies. The Contractor shall supply all chlorine (15% sodium hypochlorite) for disinfection and polyphosphate (AQUA MAG ONLY) for iron removal as needed. The Contractor shall also provide salt for water softening units as needed.
- C1-3.13 Water Tests. The Contractor shall conduct chlorine residual tests weekly and shall complete all preparatory work necessary for proper fecal coliform testing of water samples by outside laboratories under a separate government contract. Contractor shall meet all licensing requirements set forth by the Pennsylvania Department of Environmental Protection Safe Drinking Water Act Title 25 Chapter 109 (July 1, 1997). All standards included in said document will be observed and met during test proceedings.
- C1-3.14 Chlorine Residual Tests. The Contractor shall conduct weekly chlorine residual tests at each water distribution system site described in <u>Exhibit C-1.2</u>. Procedures and standards detailed in Pennsylvania Department of Environmental Protection Safe Drinking Water Act Title 25 Chapter 109 (July 1, 1997), shall be met in the conduct of these tests. The Contractor shall add a mixture of chlorine in the concentrations necessary to safely bring test samples to within a range of 0.1 to 0.2 percent PPM at points farthest from holding tank.
- C1-3.15 Winterization and Spring set up of wells #2 (Mahaney Rec. Overlook Area); and well #3 (Mahaney Rec. boat launch area).
- C1-3.16 Winterization of Well #2 and #3 shall consists of turning off pump control and main supply valve and draining storage tanks and emptying and cleaning chlorine solution tank and cleaning and performing maintenance on chlorine pump in accordance with manufacture's recommendations.
- C1-3.17 Spring set up of Wells #2 and #3 shall consist of turning on well control and filling storage tanks to proper level with a disinfection solution of chlorinated water and flushing supply lines until properly cleaned, then refilling storage tanks with properly chlorinated water for potable purposes, ensuring that chlorine pump and controls operate correctly, and placing system in operation.
- C1-3.18 Winterization of well #6 (Shenango Rec. Area) shall consist of placing valves in bottom of elevated storage tanks in proper position to drain water from tank and switching control panel from summer to winter operation. After tank has drained completely, switch valves from draining position to bypass position and ensure that water level and air cushion in well pit are at proper levels.
- C1-3.19 Spring set up of Well #6 shall consist of placing valves in bottom of elevated storage tank from bypass to filling position and filling tank to at least on half full with a disinfecting solution of chlorinated water and flushing supply lines until cleaned, then filling tank to full with properly chlorinated water for potable purposes and ensuring that pump controls and Auto Con control panel is operating properly. Contractor shall also ensure that proper solution of polyphosphate is present and polyphosphate pump is operating correctly. At the direction of the COR, the Contractor shall collect water samples for each water system and submit samples to a Pennsylvania State approved lab for coliform analysis. Coliform testing shall be done prior to water systems being placed in operation

for public use and quarterly thereafter as long as the system is providing water for public use. The Contractor shall collect water samples in accordance with requirements set forth by the Pennsylvania Department of Environmental Protection Safe Drinking Water Act Title 25 Chapter 109 (July 1, 1997). The Contractor shall be responsible for all costs associated with collecting, testing and reporting of all coliform water samples under the bid item "Quarterly Coliform Tests. At the direction of the COR, the Contractor shall annually collect water samples for each of the five (5) operating water systems and submit samples to a Pennsylvania State approved lab for Nitrate/Nitrite analysis. The contractor shall collect water samples in accordance with requirements set forth by the Pennsylvania Department of Environmental Protection Safe Drinking Water Act Title 25 Chapter 109 (July 1, 1997). The Contractor shall be responsible for all costs associated with collecting, testing and reporting of all Nitrate/Nitrite water samples under the bid item "Annual Nitrate/Nitrite Water Tests.

The Contractor shall ensure that at least one (1) copy of test results for each coliform and nitrate/nitrite sample taken is forwarded to the project office.

#### SECTION C2

#### SEWAGE TREATMENT SYSTEMS

- C2-1 The Contractor shall operate, inspect, maintain, and repair the Shenango River Lake Area sewage treatment plant (STP) and system along with appurtenant equipment and facilities. Work shall be managed and performed in accordance with the specifications set forth in this section, the standards set forth in Technical Exhibit 1, Performance Requirement Summary specifications. The work covered by this specification is primarily composed of testing; operational checks to ensure proper adjustment and operation of equipment; and, preventive and routine maintenance to ensure continued operation of equipment at acceptable standards. The section presents specific requirements, a subsection on testing requirements and a subsection each on operations and routine maintenance of the sewage plant and the lift stations.
- C2-2 Service Outages: The Contractor shall provide ten working days notice to the Contracting Officer's Authorized Representative (COAR) when it is necessary to shut down system service to provide scheduled maintenance. When an emergency situation results in loss of service to any buildings, the COAR shall be notified within one (1) hour.
- C2-3 Schedule of Operations: The Contractor shall be responsible for the operation of the Shenango Lake Sewage Treatment Plant (STP), lift stations, other parts of the treatment system and appurtenant equipment seven (7) days a week, twenty-four (24) hours a day on days service is ordered. The Contractor shall staff the STP and system, as specified in C-2.c, between 7:30 am and 4:00 pm, seven (7) days a week. The contractor shall be responsible for all minor maintenance. Minor maintenance is defined as those repairs which require less than one hour of onsite labor. Such repairs have historically occurred six to eight times per season but may occur more often. Major repairs, requiring more than one hour of labor, will be the responsibility of the Government. The Contractor shall be responsible for the initial response to a breakdown. The Contractor will make the determination whether the breakdown is minor or major and either make the repairs or notify the COAR/Alternate COAR appropriately.

### C2-4 Personnel Requirements

- C2-4.1 Staffing: The Contractor shall meet the staffing requirements listed in this section. At Shenango Lake, the STP shall be staffed with qualified personnel at the plant seven (7) days a week. A licensed sewage treatment plant operator shall be on-site whenever required sewage testing is performed. The Contractor will only be required to work as many hours as is necessary to complete the services listed in this contract. However, all routine work shall be completed within the hours of 0730 to 1600 hours daily. The Contractor shall furnish the COAR a work schedule prior to starting work and will furnish the COAR an updated schedule 48 hours prior to implementing changes to the schedule. The Contractor shall provide the COAR with a listing of telephone numbers of all personnel available for after hours (1600 to 0730 hours) repair needs.
- C2-4.1.1 Licenses and Certifications: The Contractor shall at a minimum meet all state licensing requirements for the type of plant specified, including renewal of license procedures when required. At Shenango Lake contractor personnel, as defined in C2-4.1, shall possess a valid license from the State Board for Certification of Sewage Treatment Plant and Waterworks Operators. The license shall be for a sewage treatment plant class F type 1 regular. The license, or a certified copy, will be displayed on the wall inside the Shenango Recreation Area plant during the course of this contract. The Contractor shall perform all necessary functions to update and maintain the appropriate certifications.
- C2-4.2 Records, Reports, and Forms: The Contractor shall keep accurate records and complete all required reports and forms in an accurate and timely manner. The Contractor shall submit the reports and forms in accordance with the frequencies and due dates specified. All records and forms retained by the contractor shall be turned over to the COAR within 10 days after close of contract. The Contractor shall submit a complete Sewage Treatment Monitoring Program Operational report for all daily and weekly tests to the COAR. This shall be sent once a month (within five calendar days of the end of the preceding calendar month) during the operational season.

- C2-4.3 Preventive Maintenance Plan: The Contractor shall develop and implement a Preventive Maintenance (PM) Plan for the Shenango Lake STP. The program shall be designed to minimize future repair requirements and to keep the systems operating properly. The PM Plan shall be in accordance with <a href="Technical Exhibit 1">Technical Exhibit 1</a> and shall include inspection, cleaning, adjustment, lubrication, and other minor repairs/corrective actions. All PM actions shall be in accordance with manufacturers' manuals and the requirements of this contract. The Contractor shall document PM tasks completed on each equipment item. By the close of business the first working day of each month, the contractor shall document PM tasks completed on each equipment item. By the close of business the first working day of each month, the contractor shall submit to the COAR ENG Form 1852 for each PM task completed the previous month. Minimum PM requirements are displayed in <a href="Technical Exhibit 1">Technical Exhibit 1</a>. The Contractor shall submit a written PM Plan for the sewage plant and system to the COAR for approval no later than 10 days prior to contract start of work. Additions/alterations required by the COAR will be provided to the Contractor within 5 days of COAR receipt of the Plan. The Contractor shall incorporate COAR additions/alterations and resubmit the Plan to the COAR within five working days of receipt of COAR comments. Work under this contract shall not begin until all PM actions have been approved.
- C2-4.4 Applicable Documents: The Contractor shall use the following source documents for standards and procedures in the operation of the sewage treatment systems:
- "Authorization to Discharge Under the National Pollutant Discharge Elimination System," Permit for the facility Commonwealth of Pennsylvania Department of Environmental Resources Bureau of Water Quality Management
- Standard Methods for the Examination of Water and Wastewater, APHA AWWA WPCF, 14th Edition, 1975.
- Simplified Laboratory Procedures for Wastewater Examination, Water Pollution Control Federation, 1985.

These documents are on file in the project office for the reference of the project staff. If the contractor deems that he needs copies for his use, he should contact the project staff for sources of the documents.

C2-5 Sewage Treatment Standards and Procedures: The Contractor shall utilize Water Pollution Control Federation Manual MOP/11, AR 420-46, TM 5-660, TM 5-665 for plant safety and record keeping and shall comply with all applicable Federal, State, and Army health and environmental standards, including AR 200-1 and AR 40-5, in performing wastewater services. The Contractor shall ensure that the sewage treatment plant provides a hydraulic loading and a biological environment that produces a discharge meeting the standards of "Authorization to Discharge Under the National Pollutant Discharge Elimination System," Permit for the Shenango Recreation Area Sewage Treatment Plant.

In no case shall there be discharge of floating solids or visible foam in other than trace amounts.

Samples taken to comply with the monitoring requirements summarized in this section and the NPDES permit for the facility shall be taken at the sewage treatment plant effluent.

The Contractor shall collect, in accordance with AWWA publication

Standard Methods for the Examination of Water and Wastewater, all samples required by the NPDES permit for the facility and either test them onsite or have them tested by a laboratory certified by the State of Pennsylvania in wastewater analysis. The results of these tests shall be submitted to the COAR within two working days of receipt. The Government reserves the right to collect or to require the Contractor to collect and submit to the COAR, additional samples from any point in the plant or system at any time. The contractor shall deliver any additional samples to the lab, in sealed containers identifying the precise date, place, and time the sample was collected and the

name of the Contractor employee who conducted the test, within 25 hours of receipt of request. When tests, whether conducted by the Government or by the Contractor's certified laboratory, indicate that the effluent fails to meet the permit standards, the Contractor shall begin performing the actions required by the "Authorization to Discharge" within fifteen minutes of notification, and continue through completion. The Contractor shall minimize discharge and continue corrective action, if the EPA withdraws authorization to discharge from any plant.

The Contractor shall control processes in accordance with the following additional standards:

- 1. The percentage of settleable solids as sampled from the aeration tank shall not exceed 40%.
- 2. The optimum pH range for effluent is 6.0 to 9.0 standard units. All other readings shall be cause for deduction upon occurrence.
- C2-6 Wastewater Testing Requirements. The Contractor shall conduct daily and bimonthly tests on effluent to ensure compliance with standards set forth in the NPDES Permit for the facility. All tests shall be conducted in accordance with procedures set forth in Simplified Laboratory Procedures for Wastewater Examination, WPCF, 1976, and procedures specified in this section.
- C2-6.1 Daily Tests: The Contractor shall conduct the tests specified below daily and record results on the Sewage Treatment
  Monitoring Program Operational Report.
  - -- Flow: readings for average gallons per day and maximum gallons per day.
  - -- Temperature: influent and effluent.
  - -- pH levels: influent, effluent, and aeration tank.
  - Dissolved oxygen: mg/1 in influent, aeration tanks, clarifiers, chlorine tanks, settlable solids, and effluent.
  - -- Chlorine residual: residual chlorine (mg/1) in chlorine tanks.
  - -- Settlable solids: mg/1 in aeration tanks.
  - -- Imhoff test: mg/1 of settleable solids in effluent.
  - Rain: Measure inches of rainfall since previous measurement.
  - -- Weather: record general weather conditions (e.g., cloudy, rain, clear).

Daily tests shall be used to monitor the operating conditions of the STP. Listed below are actions to be taken when test results are not within the standards specified in the NPDES permit:

- -- Flow: if reduced, check for blockage in influent, bar screens, clarifier and return sludge pump.
- -- Temperature: if not within standards adjust blower time and check sludge concentration for need for removal.

- -- pH levels: if low, add lime.
- -- Dissolved oxygen: if not within standard, adjust

blower time and diffuser valves.

- -- Chlorine residual: check with Hach kit and adjust chlorine concentration.
- -- Settlable solids: if not within standard, arrange for waste sludge pick-up (adjust if necessary), and check for blockage.

All daily tests shall be conducted and all samples shall be taken during the time period indicated in the Contractor's schedule. Recommended time frame of 7:30 am to 11:00 am, during times of average flow.

- C2-6.2 Bimonthly Tests (two each per month). The Contractor shall conduct the tests specified below bimonthly and record results on the Sewage Treatment Monitoring Program Operational Report.
  - -- Total suspendable solids: influent (mg/1), effluent (mg/1), and removal percentage.
- -- Chemical/Biochemical oxygen demand (C/BOD), 5-day test: influent (mg/1), effluent (mg/1), and REM percentage.
- -- Fecal Coliform: colonies per 100ml (col/100 ml)
  - -- (p) Total phosphorus, effluent (mg/l)
  - -- Flow: readings for average gallons per day and total gallons per week.

All weekly tests shall be conducted on the Saturday of the week during a time of day ensuring average flow.

C2-7 Sewage Treatment Plant Operations and Maintenance: The

Contractor shall conduct all STP operations and maintenance including operational checks, routine and preventive maintenance.

Operations and maintenance shall be conducted in accordance with specifications and schedules included in this section.

- C2-7.1 Unlock and Lock STP Gates and Doors. The Contractor shall be responsible for preventing unauthorized access to the sewage plant and appurtenant facilities.
- C2-7.2 Overall Visual Check: The Contractor shall, immediately upon opening and entering the STP, conduct a visual and auditory check of all operations and equipment to check for conditions requiring adjustment, maintenance, or repair. The Contractor shall take immediate action when necessary to continue or restart normal plant operations.
- C2-7.3 Clean comminutor. The Contractor shall hose and clean the comminutor twice daily with a high-pressure hose from mid-May through early October.

- C2-7.3.1 Grit Chamber. The contractor shall clean and hose the grit chamber twice daily from mid-May through early October.
- C2-7.4 Check and Adjust Diffusers. The Contractor shall visually check diffusers once a day from mid-May through early October. The Contractor shall adjust the diffusers if clogged with sludge or if over aerating.
- C2-7.5 Check, Clean and Backwash Wire Screens (tertiary) Between the Clarifier and Chlorine Tank. The Contractor shall check wire screens between the clarifier and chlorine tank once daily. Screens shall be cleared of all seeds and debris at least once daily (backwashed). Checks and adjustments shall be conducted between mid-May through early October.
- C2-7.6 Check Water Height in Aeration Tank. The Contractor shall check water height in the aeration tank once daily from mid-May through early October. Water height should in accordance with manufacturer specifications. If not, check for blockage and clear as necessary to maintain correct height.
- C2-7.7 Check and Clean Gate Valves between Clarifier and Aeration Tank. The Contractor shall check gate valves one time a week, during each week services are ordered, and clear, repair, or replace as necessary to maintain acceptable water levels in aeration tanks.
- C2-7.8 Arrange for the Removal of Sludge. The Contractor shall monitor the level of sludge in the aeration tank by means of a visual check at least once a month. The Contractor shall notify the COAR when a need for sludge removal is indicated. The Government has a contract in effect for removal of this material. Normally, this will occur once every three months beginning with the month of May. The first removal occurs in May and is repeated every third month after that. In addition, the Contractor shall notify the COAR to have sludge removed as needed to maintain sludge at a level no higher than manufacturer recommendations. The Contractor shall monitor the activities of the sludge removal contractor and report any deficiencies in the latter's performance to the COAR.
- C2-7.9 Add Lime to Restore pH Levels. The Contractor shall add lime to restore pH levels to between 6.05 and 9.0 standard units. This shall be done as needed as determined by pH tests.
- C2-7.10 Adjust Blower Time. The Contractor shall increase or decrease the operating time of blowers at least three (3) times a week and more often as necessary to maintain oxygen levels within standards. The Contractor shall monitor the results of the daily dissolved oxygen test and adjust blowers within one (1) hour of test results in order to reestablish required oxygen levels. Adjustments shall be made during each week the services are ordered.
- C2-7.11 Adjust Chlorine Levels. The Contractor shall monitor chlorine levels using the results of the required daily chlorine residual test. The Contractor shall adjust chlorine levels to attain standards within one (1) hour after tests indicate the need. Levels shall be adjusted by decreasing chlorine dosage or increasing chlorine dosage.
- C2-7.12 Monitor Imhoff Test Results and Adjust Skimmer and Return Sludge. The Contractor shall monitor the results of the daily Imhoff test and check skimmer and return sludge when test results are not within standards. Skimmer and return sludge shall be checked for adjustment and blockage. Blockages shall be cleared and equipment adjusted as necessary within one (1) hour of daily test results.
- C2-7.13 Monitor Settlable Solids Test Results and Operate Skimmer, as Necessary. The Contractor shall monitor the results of the daily settlable solids test and when not within standards shall check return sludge and skimmer. Adjustments shall be made to reestablish settlable solids levels within standards. When settlable solids comprise 60%, the Contractor shall arrange waste sludge removal. Specifications in C-2.i.8, this document, shall be met in arranging removal.
- C2-7.14 Check and Maintain Blowers. The Contractor shall check all blowers daily by 9:30 am to ensure proper operation and identify maintenance needs. The Contractor shall add oil (30 weight, non detergent), adjust

belts, and grease blowers (bearings) as necessary to ensure proper operation and maintenance. Oil level and belts shall be checked daily. Blowers shall be greased at least once a week.

- C2-7.15 Clean STP Equipment. The Contractor shall thoroughly clean STP equipment daily on each day service is ordered to ensure compliance with applicable health and sanitation regulations and ensure proper operation. These requirements are in addition to cleaning requirements specified in C-2.i.3, C-2.i.5, and C-2.i.7 in this document. The Contractor shall clean the following: influent channel, aeration tank sides, grating on aeration tank, clarifier, chlorine tank and grating. The Contractor shall also clean-out the cylinder chamber on top of the clarifier, double bag and dispose of the debris through proper methods.
- C2-7.16 Clean STP Premises. The Contractor shall clean the STP floor, counter tops, walls, doors, windows, and general work area at least once a week and more often as needed, each week services are ordered, to ensure proper operation and compliance with health and sanitation regulations.
- C2-7.17 Winterize STP. The Contractor shall perform all activities necessary to prepare the sewage treatment plant for winter such that the plant is fully operational in April of the following year. Winterization shall be completed by the date on the delivery order. Winterization procedures shall not be initiated prior to September 15

Specific winterization tasks are detailed below.

- C2-7.17.1 Air filters. Remove, clean, recoil, and replace.
- C2-7.17.2 Air Conditioners. Cover air conditioners with metal cover boxes, if applicable.
- C2-7.17.3 Aeration Tanks. Put tires in aeration tanks, holding tanks, and clarifiers. Secure tires to prevent sinking.
- C2-7.17.4 Other Tasks. Take water hose off of faucet and store in plant. Clean-out leaves and other debris from gutters on STP. Turn-on heater in STP and adjust thermostat to temperature designated by COAR.
- C2-7.18 Dewinterize STP. The Contractor shall fully prepare the sewage treatment plant for normal operation by 01 May but not before 20 April. The Contractor shall complete the following: unclog the air filters and replace, grease threads as necessary, uncover air conditioners, remove tires, grease and lubricate gate and check valves if necessary. Check and replace damaged diffusers, install water hose, and turn off heater.
- C2-8 Lift Station Operation and Maintenance. The Shenango Lake Sewage Treatment System includes three lift stations. The Contractor shall ensure that all lift stations operate properly i.e., hydraulically lift sewage from a holding area into the gravity system, preventing the overflow of the holding area, 24 hours per day, seven days a week. If at any time a lift station overflows to the extent that sewage escapes from the station, the Contractor shall post signs around the area of the spill stating "DANGER: RAW SEWAGE" until the spill has been cleaned and the station returned to operation, repair the station to eliminate the cause of the overflow and restore the station to proper operation, and clean up the spill. If, at any time, a lift station is anticipated to become inoperable due to the need for major repairs or unavailability of a required part, the Contractor shall notify the COAR 10 days in advance and agree upon a schedule for shutdown, repairs, and restart.
- C2-8.1 Manholes and Confined Spaces. The contractor shall check for dangerous levels of methane and adequate levels of oxygen in manholes and confined spaces prior to entering for any purpose. Safety checks shall be conducted, before and during the work, using a gas indicator in accordance with manufacturers instructions. The contractor shall supply his own gas indicator. Workers are not to enter any space where a known hazardous condition exists. Systems will be locked out/tagged out as required prior to entering any confined space, and proper ventilation will be provided. Safety guidelines in EM 385-1-1 will be followed.

- C2-8.2 Schedule. Tasks listed in c-2.j.4 are to be performed annually; tasks listed in c-2.j.5 are to be conducted by the Contractor two (2) times daily at least six (6) hours apart.
- C2-8.3 Operation and Maintenance Manual. All operational checks, maintenance and repair of lift stations shall be conducted in accordance with specifications in the Shenango Lake Sewage and Water treatment Facilities Operation and Maintenance Manual. The Contractor shall follow detailed specifications in the referenced manual.
- C2-8.3.1 Major and Minor Repairs. The contractor shall use the guidelines listed in c-1.b, Schedule of Operations, for determining responsibility for minor and major repairs.
  - C2-8.4 Preseason Tasks. The following tasks will be completed by 01 May, but not before 20 April:
- C2-8.4.1 Check oil level in the motor housing and seal chamber. The contractor shall inspect the motor and seal chambers for the proper oil level and contamination and repair as necessary per manufacturer's guidelines. If the oil is found to be contaminated with water, or there is little oil in the housings, the shaft seal and diaphragm shall be inspected for damage. Any problems shall be reported to the COAR, and minor repairs will be initiated as necessary to maintain station operation. Contaminated oil will be drained and fresh oil will be added to the proper level; overfilling oil may cause pressure build-up and void any warranties.
- C2-8.4.2 Check impeller. Check the pump impeller for dragging, binding, pitting, or excessive wear. Clean out the impeller body if necessary.
- C2-8.4.3 Gate valves. Perform an inspection of all gate valves in the piping system for binding, seizing, or irregular operation and repair as necessary.
- C2-8.4.4 Portable pump cranes. The contractor shall inspect the crane base at all three ejector stations and ensure that it is adequately anchored to the tank. The base shall be free of corrosion. All portable crane pins, bearings, and bushings shall be lubricated with 2 to 3 drops of 150 grade gear oil. Excess oil shall be wiped off to prevent the accumulation of dirt. The winch and wire rope shall be lubricated at the same time, the rope lubricated with a thin coat of oil from an oily rag. The cranes will only be used in conjunction with the manufacturers safety guidelines.
- C2-8.4.5 Electrical control panel maintenance. The following tasks will be completed on all three ejector station electrical control panels: The inside and outside of the control panel will be cleaned of all dirt, dust and foreign material. The contractor shall check for loose wiring and tighten or repair any faulty connections. All switches and handles shall operate smoothly; any necessary repairs shall be made immediately to ensure continued operation of the station.
  - C2-8.5 Daily Tasks. The following tasks are to be completed twice daily, at least six hours apart:
- C2-8.5.1 Check holding tank. The contractor shall conduct a visual check of the holding tank for leakage, cracks, and corrosion. The contractor shall make all necessary repairs to prevent leakage.
- C2-8.5.2 Check holding tank water levels. The contractor shall conduct a visual check of holding tank water levels to ensure proper operation of the system and detect blockage or pump problems. Water levels shall be within manufacturers guidelines. If necessary, the contractor shall check and adjust the pump floats for proper operation, or make other repairs to return water levels to specifications.
- C2-8.5.3 Visual check of fence and gates. The contractor shall ensure that the fencing and gates around the ejector stations are intact and will not permit unauthorized entry. The gates are to be kept locked when authorized personnel are not present.

C2-9 Winterize and Dewinterize Dump Stations. The Contractor shall fully prepare the dump station for winter such that this station can be fully operational in May of the following year. Winterization shall be completed by the date indicated on the delivery order. Winterization activities include the following: shut-off water via water-shut off valve and store water hoses. The Contractor shall fully prepare the dump stations for normal operations by 01 May but not before 20 April. The following tasks shall be completed: turn on water via water turn on valve and reattach water hoses.

C2-10 Cleaning of Sewage Collection Lines. At the direction of the COAR, the contractor shall clean portions or the entirety of the approximately 4,500 L.F. of 6" sewage collection lines within the Shenango Recreation Area. Periodic routine cleaning of the sewage lines (approx. every 2-3 years) becomes necessary to remove grit, sand debris and other deposits that constrict the free flow of sewage. The section of 6" line between the Shenango Dump Station and Ejector Station #1 may require annual cleaning to remove plastic dump hoses dropped into the system by campers. Blockages to lines may occur intermittently that require immediate correction. The contractor shall have sufficient personnel and equipment at his disposal for any of these events. Equipment shall be a truck mounted high-pressure water flushing system of the type and size used typically for that purpose. Contractor equipment is subject to approval by the COAR. Payment for lines cleaned will be by the linear foot of lines cleaned and shall be a minimum of the distance of lines cleaned between two manholes. The distance between manholes varies throughout the system.

#### SECTION C3

#### ENVIRONMENTAL PROTECTION

- C3-1 SCOPE OF WORK. This section covers prevention of environmental pollution or damage resulting from operations performed under this contract, and for those measures set forth in other Technical Provisions of these specifications. For the purpose of these specifications, environmental pollution or damage is defined as impacts or conditions resulting from work performed under this contract which adversely impact human health or welfare; unfavorably alter ecological balances; adversely impact fish or wildlife or the habitats upon which they depend; or otherwise diminish the utility of the environment for aesthetic, cultural or historical purposes. The prevention and control of environmental pollution requires management of a wide range of pollutants, including visual aesthetics, noise, solid waste, radiant energy, pesticides, radioactive materials, as well as other pollutants.
  - C3-2 MATERIALS. Not Used.
  - C3-3 WORK TO BE PERFORMED.
- C3-3.1 Quality Control. The Contractor shall establish and maintain quality control for environmental protection as set forth herein. The Contractor shall comply with all federal, state and local environmental protection laws and regulations. The Contractor shall notify the COR immediately of any problems which may exist in complying with any environmental laws or regulations. The Contractor shall record any compliance problems, and corrective action taken, on daily reports which are submitted to the COR.
- C3-3.2 Subcontractors. Assurance of compliance with this section by subcontractors will be the responsibility of the Contractor.
- C3-3.3 Protection of Environmental Resources. The environmental resources within the project boundaries shall be preserved in their present condition or be restored to a condition after completion of operations that will appear to be natural and not detract from the appearance of the project. The Contractor shall confine his activities to areas actually required to perform the work. Environmental protection shall be as stated in the following paragraphs.
- C3-3.3.1 Protection of Land Resources. Prior to the commencement of any work, the Contractor shall coordinate with the COR in identifying all land resources to be preserved within the Contractor's work areas. Stone, earth or other material that is displaced from the work area shall be removed.
- C3-3.3.1.1 Work Area Limits. Prior to commencement of any work, the Contractor shall coordinate with the COR in marking areas that are not required to accomplish work to be performed under this contract.
- C3-3.3.1.2 Reduction of Exposure of Unprotected Erodible Soils. All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils.
- C3-3.3.1.3 Temporary Protection of Disturbed Areas. Such methods as necessary shall be utilized to effectively prevent erosion and control sedimentation, including but not limited to construction of diversion ditches, benches, and berms to retard and divert runoff or construction of silt fences or straw or hay bale barriers to control runoff.
- C3-3.3.1.4 Location of Field Office, Storage and other Contractor Facilities. The location of Contractor's field office, staging areas and storage facilities, which are required in the performance of the work, shall require the prior written approval of the Contracting Officer.
- C3-3.3.1.5 Temporary Sanitary Facilities. Sanitary wastes shall not be discharged into waterways or on the soil surface. All temporary toilets shall be equipped with approved septic tanks having safe drainage or with closed holding tanks, which shall be emptied only into approved treatment plants.

- C3-3.3.2 Preservation and Recording of Historical, Archeological and Cultural Resources. If, during activities conducted under this contract, the Contractor observes within the work area, any unusual items that might have any historical or archeological value, such observations shall be reported as soon as practicable to the COR so that the proper authorities may be notified. The Contractor shall leave the archeological item undisturbed and shall protect the site and material until such time as is determined by the COR.
- C3-3.3.3 Protection of Water Resources. The Contractor shall keep all activities under surveillance, management and control to avoid pollution of surface and ground waters. Special management techniques set out below shall be implemented to control water pollution by the activities which are included in this contract. The Contractor shall investigate and comply with all applicable Federal, state, county, and municipal laws concerning pollution of rivers and streams.
- C3-3.3.3.1 Stream Crossings. Stream crossings shall be avoided during operations. Should stream crossings involving the transport of materials or vehicles be necessary, all appropriate permits will be secured beforehand, and shall be in accordance with all applicable federal, state and local laws and regulations.
- C3-3.3.2 Spillages. Special measures shall be taken to prevent chemicals, fuels, oils, greases, waste washings, pesticides, herbicides and insecticides from entering public waters.
- C3-3.3.3 Monitoring of Water Areas. Monitoring of water areas affected by the Contractor's operations shall be the responsibility of the Contractor. Monitoring of these areas shall be in accordance with all applicable Federal, state and local laws and regulations.
- C3-3.3.4 Protection of Fish and Wildlife. The Contractor shall keep all activities under surveillance, management and control to minimize interference with, disturbance to and damage of fish and wildlife. The Contractor will not be permitted to alter water flows or otherwise disturb native habitat adjacent to the project area which, in the opinion of the COR, are critical to fish or wildlife.
- C3-3.3.5 Protection of Air Resources. The Contractor shall keep all activities under surveillance, management and control to minimize pollution of air resources. All activities, equipment, process, and work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with all applicable federal, state and local emission and performance laws and standards. Special management techniques as set out below shall be implemented to control air pollution by the construction activities which are included in the contract.
- C3-3.3.5.1 Particulates. Dust particles, aerosols, and gaseous byproducts from all activities shall be controlled at all times.
- C3-3.3.5.2 Hydrocarbons and Carbon Monoxide. Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and state allowable limits at all times.
- C3-3.3.5.3 Odors. Odors shall be controlled at all times for all activities, processing and preparation of materials.
- C3-3.3.5.4 Monitoring of Air Quality. Monitoring of air quality shall be the responsibility of the Contractor. All air areas affected by the Contractor's activities shall be monitored by the Contractor as required by all applicable federal, state and local regulations.
- C3-3.4 Disposal of Solid Wastes. All handling and disposal shall be conducted to prevent contamination. Unless otherwise specified, the Contractor shall transport all solid waste off Government property and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal. The disposal area is to be selected and arranged for by the Contractor, or at a location on the project when so directed by the COR. The disposal area proposed by the Contractor shall be subject to the approval of the COR. The Contractor shall obtain the written consent of the owner or owners of the property on which disposal is proposed and shall furnish evidence thereof to the COR. The Contractor's agreement with the property owner(s) shall contain a clause acknowledging that the Government is not liable

for any or all damages in connection with the disposal. Approval of the agreement shall not relieve the Contractor from responsibility for all operations in connection with disposal, including compliance with all Federal, state and local laws and regulations. All expenses of arranging for and obtaining the disposal area shall be borne by the Contractor. Disposal operations on such area shall conform to the requirements imposed by the owner(s) of the property and to all Federal, state, and local laws and ordinances governing the disposal of debris. The Contractor shall be responsible for all operations in connection with the disposal. Disposal of any materials, wastes, effluents, trash, garbage, oil, grease, chemicals, or other debris in areas adjacent to the river or lake will not be permitted. If any waste material is dumped in unauthorized areas, the Contractor shall remove the material and restore the area to the original condition before being disturbed. If necessary, contaminated ground shall be excavated, disposed of as requested by the Contracting Officer, and replaced with suitable fill material, compacted and finished with topsoil and planted as required to reestablish vegetation.

#### C3-4 SPECIAL REQUIREMENTS.

- C3-4.1 Notification. The COR will notify the Contractor in writing of any noncompliance with the aforementioned Federal, state, or local laws or regulations. Such notice, when delivered to the Contractor or his authorized representative at the site of the work, shall be deemed sufficient for the purpose. The Contractor shall, after receipt of such notice, immediately inform the COR of proposed corrective action and take such action as may be approved. If the Contractor fails to comply promptly, the COR may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or costs or damages allowed to the Contractor for any such suspension.
- C3-4.2 Restoration of Landscape Damage. Any trees or other landscape feature, scarred or damaged by the Contractor's equipment or operations, shall be restored, as nearly as possible, to its original condition at the Contractor's expense. The COR will determine what method of restoration shall be used, and whether damaged trees shall be treated and healed, or removed and disposed of. This work shall be accomplished at the Contractor's expense. Restoration of scarred and damaged trees shall be performed in an approved manner by experienced workmen.
- C3-4.3 Maintenance of Pollution Control Facilities During the Contract Period. During the life of this contract, the Contractor shall maintain all facilities required for pollution control under this contract as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created.
- C3-4.4 Training of Contractor Personnel in Pollution Control. The Contractor shall train his personnel in all phases of environmental protection. The training shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of facilities to ensure adequate and continuous environmental pollution control.
  - C3-5 SCHEDULE OF WORK. Not Used.
  - C3-6 LOCATION OF WORK. Not Used.
  - C3-7 GOVERNMENT FURNISHED EQUIPMENT AND MATERIALS. Not Used.
- C3-8 PAYMENT. No separate payment or direct payment will be made for the cost of the work covered under this section, and such work will be considered as a subsidiary obligation of the Contractor.

#### **SECTION C-4**

#### **GENERAL**

- C-4.a BACKGROUND. The project is a multi-purpose project operated by the U.S. Army Corps of Engineers. The project purposes served include flood control, recreation, water quality control, fish and wildlife propagation.
- C-4.b SCOPE OF WORK. The Contractor shall furnish all necessary management, personnel, materials, supplies, tools, equipment, fuel, and vehicles, except as otherwise provided herein, required to perform the operation and maintenance service described in sections C-2 and C-3 of this contract and in strict accordance with all Terms, Conditions, Contract Clauses, Special Clauses, Technical Provisions, Drawings, Attachments, Exhibits, etc., contained herein or incorporated by reference.
- C-4.b.1 The Contractor's work and responsibility shall include, but shall not be limited to, all planning, programming, administration and management necessary to assure that all work is conducted in accordance with the contract and all applicable laws, regulations, codes, or directives. The Contractor shall ensure that all work meets or exceeds critical reliability rates or tolerances specified or included in referenced documents. The Contractor shall perform all related Contractor administrative services necessary to perform the work such as supply, procurement, quality control, Contractor financial control, and maintenance of accurate and complete records and files.

#### C-4.c WORKING HOURS.

C-4.c.1 Normal Working Hours. Normal Government working hours shall be Monday through Friday, except Federal holidays, 7:30 a.m. to 4:00 p.m., except as otherwise specified or indicated. Work inside Government buildings or other secured areas shall be performed during the above referenced work hours. The ten Federal Holidays observed are:

New Years Day (January 1st)
Martin Luther King Day (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (1st Monday in September)
Columbus Day (2nd Monday in October)
Veterans Day (November 11th)
Thanksgiving Day (4th Thursday in November)
Christmas Day (December 25th)

When one of the above designated holidays falls on a Sunday, the following Monday is observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is observed as a holiday.

Work that interferes with other ongoing functions at the project shall be scheduled around normal working hours, as specified by the Contracting Officer's Authorized Representative (COAR). Work shall be scheduled around the above listed Federal Holidays except as specified herein or as approved by the COAR. Schedules of work for specific services are specified in individual sections of this specification.

- C-4.c.2 Emergency Working Hours. Emergency working hours shall be 24 hours per day, seven days per week.
- C-4.d EMERGENCY WORK. Emergency work is any work required to correct problems caused by failures or deficiencies to project facilities and property which constitutes an immediate danger or health hazard to

persons or a threat to property. The Contractor shall have qualified personnel available on call, 24 hours per day, seven days per week for emergency work. The name(s), address(es) and phone number(s) of the person(s) to be contacted in case of an emergency shall be submitted to the COAR at the prework conference. This person(s) shall have the authority to act on behalf of the Contractor to perform the necessary emergency work without delay. Emergency work will be initiated by notice (phone call or other means) from the COAR. The Contractor shall initiate corrective action within two hours of the notice. The Contractor shall notify the COAR or his representative immediately of any emergency work which cannot be corrected within a 24-hour period. When emergency situations are recognized by the Contractor or Contractor personnel, the COAR shall be contacted immediately and prior to initiating emergency work, unless the nature of the emergency requires immediate action to preserve life or prevent injury. In such cases the Contractor shall perform remedial work to temporarily correct the situation and shall advise the COAR of the problem as soon as possible, but no later than 24 hours after the situation is recognized.

- C-4.e INCLEMENT WEATHER AND HOLIDAY WORK. The Contractor shall maintain the schedule of services regardless of inclement weather. Exceptions can be approved by the COAR, when severe conditions make it impracticable or dangerous to perform the work. The Contractor will be notified, verbally and with confirming modification to the contract, of any COAR determination to change the performance period due to inclement weather. Work shall be performed on the holidays (Memorial Day, Independence Day, Labor Day and Columbus Day) during the heavy visitation period (May through September). Also, additional Contractor personnel may be required to adequately take care of the additional work load during periods of heavy visitation.
- C-4.f INTERRUPTIONS TO SYSTEMS. All work that would necessitate an interruption of the use of the project or to the systems or otherwise disrupt building occupants and/or the visiting public shall be fully coordinated and approved in advance by the COAR. Interruptions shall be kept to an absolute minimum, and all repairs or replacements of equipment or components shall be accomplished in an expeditious and efficient manner.
- C-4.g PREWORK CONFERENCE. The Contractor and his authorized representative(s) shall attend a prework conference, prior to the initiation of work under this contract. During this meeting, the Contractor may raise questions about the contract. The Government will discuss the Contractor's responsibilities under this contract and answer all the Contractor's questions.
- C-4.h PERMITS AND LICENSES. The Contractor shall, at his own expense, obtain any licenses or permits required to perform the contract. The Contractor shall comply with all current Federal, State, and local laws and regulations and shall comply with any subsequent changes.
- C-4.i ENVIRONMENTAL PROGRAM. The Contractor shall comply with Federal, State, and local laws, regulations and standards regarding environmental protection. All environmental protection matters shall be coordinated with the COAR. Any of the facilities operated by the Contractor may be inspected by the COAR, or other Federal, State and local officials on a non-notice basis. Access for inspection shall be granted upon request. Citations against Government facilities for noncompliance with environmental standards are a matter for resolution between the Government and the issuing office. Payment of fines or penalty charges associated with citations issued by Federal, State or local officials will be paid by the Government. If the citations are issued due to faulty practices of the Contractor, the COAR will deduct the fine from any monies due the Contractor.
- C-4.j SAFETY AND SECURITY REQUIREMENTS. The Contractor shall comply with all current provisions of the Occupational Safety and Health Act (OSHA) in addition to the requirements of the Corps of Engineers Manual, EM 385-1-1, "Safety and Health Requirements Manual" or as otherwise indicated herein. If the Contractor fails or refuses to promptly comply with safety and security requirements as specified herein, the COAR may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order shall be made subject to claim for extension of time or for excess costs or damages to the Contractor. The Contractor will not be paid for work not performed as a result of the stop order.
- C-4.k ACCIDENT REPORTING. The Contractor shall maintain an accurate record of, and shall report to the COAR in the manner and on the forms prescribed by the COAR, all accidents within 24 hours of the

occurrence. All serious accidents (those resulting in death or injury requiring medical attention) shall be reported immediately.

- C-4.1 DAMAGE REPORTS. In all instances where Government property and/or equipment is damaged by contract employees, a full report of the incident and extent of such damage shall be submitted to the COAR, within 2 work days (less weekends and holidays) of occurrence.
- C-4.m IDENTIFICATION OF CONTRACTOR EMPLOYEES AND VEHICLES. The Contractor shall furnish employees standardized uniforms (overall or shirt- pants/shirt-skirt combination) with a company patch or embroidered identification on the breast pocket or on the sleeve at the top of the arm, within 30 days after notice of award of the contract. Contractor employees and subcontractors shall wear these uniforms at all times they are performing work under this contract. Exceptions may be granted by the COAR for short term employees or subcontractors. Stained, faded, or torn uniforms shall not be worn. Contractor's vehicles shall be identified with the company name prominently displayed on the outside of both front doors of each vehicle in a professional manner to provide an attractive and readily visible means of identification.
- C-4.n CONTRACTOR EMPLOYEES' CONDUCT AND COMPETENCY. All Contractor employees shall conduct themselves in a proper manner at all times. Since the majority of work will be performed in the presence of the general public, the conduct of all employees is critical and will be closely monitored. The Contractor expressly agrees to remove from the site any individual whose continued employment is deemed by the COAR to be contrary to the public interest or inconsistent with the best interests of the U.S. Army Corps of Engineers.
- C-4.n.1 The Contracting Officer or the COAR may require the Contractor to immediately remove from the work site any employee of the Contractor who is incompetent or who endangers persons or property or whose physical or mental condition is such that it would impair the employee's ability to satisfactorily perform the work. Notification to the Contractor will be made promptly in person or by telephone and will be confirmed in writing as soon as possible. No such removal, however, shall reduce the Contractor's obligation to perform all work required under this contract, and immediate replacement shall be made as required.
- C-4.n.2 The Government will keep a record of all complaints received from the public concerning Contractor performance. Upon receipt of a written complaint by the public, the Government will attempt to verify the complaint and furnish the Contractor a copy of its findings. Should the Government verification reveal a nonperformance by the Contractor, a Contract Deficiency Report (CDR) (See Paragraph C-4.r) may be issued.
- C-4.0 MINIMUM MAN-POWER REQUIREMENTS. The Contractor shall provide an adequate number of fully qualified personnel to perform the work specified herein. The Contractor shall also provide a list of names and phone numbers of personnel required to handle emergency situations. The list shall be kept up-to-date and accurate.
- C-4.p MINIMUM PERSONNEL QUALIFICATIONS. Employees, technical personnel, subcontractors, and consultants, shall have the education, experience or knowledge, as evidenced by license, certificate, diploma, etc., to provide a comprehensive understanding of the systems and components to be serviced, operated, maintained and repaired, under this contract. Only qualified employees will be permitted to operate and maintain equipment and vehicles. Only properly trained and qualified employees shall be used in the performance of this contract. All employees shall be subject to such Government regulations as are applicable during the time spent on Government property. In the event the COAR decides the Contractor does not have a qualified employee to perform the specified work, the Contractor shall immediately provide qualified personnel, or subcontract the work to a specialist familiar with the type of work to be accomplished.
- C-4.q SUPERVISION. The Contractor shall personally supervise the work, or have a Contractor Representative (CR) at the project during all times that work is in progress. The Contractor Representative(s) shall conduct overall management coordination and shall be the central point of contact with the Government for performance of all work under the contract.

- C-4.q.1 The Contractor Representative(s) shall have full authority to contractually commit the Contractor promptly on all matters pertaining to administration of this contract.
- C-4.q.3 The COAR and Government inspectors will deal directly with the Contractor Representative, for normal day-to-day administration of the contract provisions.
- C-4.q.4 The names of all individuals authorized to act on behalf of the Contractor as Contractor Representative(s) shall be submitted in writing to the COAR before work is performed.
- C-4.r CONTRACT DEFICIENCY REPORT (CDR). A Contract Deficiency Report (CDR) is a formal document used by the Government to process defects in work performed. As initially issued to the Contractor, the CDR describes the deficiency or problem. The CDR will be discussed with the Contractor or his representative when it is issued. The Contractor shall provide his written response on the CDR form within 24 hours of issuance. The Contractor's response shall:
- (1) Identify the cause and corrective action taken, and (2) Identify Contractor action to prevent recurrence.

The COAR will evaluate the Contractor's response and take appropriate action which may include making necessary deductions. Upon finalization of the CDR, the Contractor and the COAR shall sign the form and the Contractor will be given a copy of the completed form. Should the Contractor not concur with any decision or finding, the Contractor may so state, in writing, and request a final decision by the Contracting Officer. The Contracting Officer will monitor all CDR's issued. CDR's are the principle evidence used by the Contracting Officer in determining Government contract actions such as termination.

- C-4.s CONTRACTOR QUALITY CONTROL PROGRAM. The Contractor shall establish a quality control program to assure the requirements of the contract are provided as specified. This program must be approved by the Contracting Officer prior to commencement of any work. One copy of the Contractor's quality control program shall be provided to the COAR at the prework conference. Failure to provide appropriate Quality Control may result in issuance of a CDR, and/or termination of the contract. An updated copy of the quality control program shall be provided the Contracting Officer and COAR on contract start date, and as changes occur. The program shall include, but not be limited to the following:
- (1) An inspection system covering all the work stated in the contract specifications. It shall specify areas to be inspected on either a scheduled or unscheduled basis and identify the individuals who will do the inspection.
- (2) A method of identifying deficiencies in the quality of work performed before the level of performance is unacceptable.
- (3) A file of all inspections conducted by the Contractor and the corrective actions taken. This documentation shall be made available to the COAR.
- C-4.t QUALITY ASSURANCE. The Government will monitor the Contractor's performance in each functional area under this contract and reserves the right to use whatever additional surveillance procedures are deemed appropriate. The Government will monitor the contract to insure compliance using a Quality Assurance Surveillance Plan (QASP).

# C-4.u DEFICIENCIES.

C-4.u.1 General. If the Contractor fails to perform, or if performance in any area is judged unsatisfactory, the Government will take corrective action. If any of the work performed does not conform with contract requirements, the Government may require the Contractor to perform the work again in conformity with contract

requirements, at no cost to the Government. When the defect in work cannot be corrected by reperformance, or cannot be corrected in the specified time frame, the Contractor is required to respond to a CDR (See Paragraph C-1.r) and deductions will be determined by one of the following methods:

- (1) Reduce payment to reflect the reduced value of the work performed as determined by the COAR.
- (2) The Government may, by separate contract or otherwise, perform the work and charge to the Contractor any costs incurred by the Government that are directly related to the performance of such work.

The actual cost includes, but is not limited to, labor costs including benefits, transportation, and materials.

#### C-4.v GOVERNMENT-FURNISHED FACILITIES.

- C-1.v.1 Telephone. Telephones furnished by the Government at the campground booth shall be used for Government business only.
- C-4.v.2 Utilities. Where utilities are furnished by the Government, the Contractor shall make a dedicated effort to conserve utilities usage and shall comply with all Government regulations regarding energy conservation. Government-furnished utilities shall be used only in the performance of work specified in this contract.
- C-4.v.3 Forms. All Government forms, required by the Government to be used under this contract, will be provided by the Government during the contract period.
- C-4.v.4 Control. The Contractor may be provided keys to allow access to certain secure areas, and will be held responsible for losses due to his negligence and for the replacement of compromised locks (which can occur due to loss or duplication of keys). Upon completion (including any extensions of contract term) or termination of the contract for any reason, the Contractor shall return all Government furnished keys.
- C-4.w SAFEGUARDING GOVERNMENT PROPERTY. The Contractor shall cooperate with Government personnel in safeguarding Government property. The Contractor shall be responsible for promptly reporting all acts of vandalism, larceny, or pilferage to Government property to the COAR. The Contractor shall establish security procedures and safeguards, that are compatible with the Government's existing procedures, to protect all equipment, materials, supplies, tools, and other resources. The Contractor shall cooperate with, and provide any assistance necessary to, the Government, during any audits, usage checks of expendable property and inventories of nonexpendable property. Any item of value found on the work sites shall be placed in the custody of the COAR for return to the owner, if ownership can be established.

#### C-4.x CONTRACTOR FURNISHED ITEMS.

- C-4.x.1 General. Except as described elsewhere in this contract, the Contractor shall furnish all personnel, facilities, vehicles, tools, equipment and operators, supplies, or materials necessary to accomplish all required work. Equipment rental shall include an operator, fuel, and transportation to and from the worksite. All Contractor furnished tools, equipment, supplies, materials, or vehicles shall meet all applicable Federal, Department of Defense, Department of the Army, State and local laws or regulations.
- C-4.x.2 Quality. All Contractor furnished supplies, parts and materials used shall be new, and of the quality specified or, where not specified, a quality equal to or better than the items to be replaced. The items used shall be standard products of manufacturers regularly engaged in the production of such items. All materials are subject to approval by the COAR, prior to being used.
- C-4.x.3 Equipment. The Contractor shall provide adequate equipment to perform the work required within the specified time period for each job. All equipment used by the Contractor shall meet the safety requirements outlined in EM 385-1-1. The Government reserves the right to inspect the equipment being used by

the Contractor at any time and to require that any equipment found unsafe or unsuitable for the conditions at the work site be removed from the site.

- C-4.y DAMAGE TO OR LOSS OF CONTRACTOR'S SUPPLIES AND PROPERTY. The Contractor shall be responsible for taking all action necessary to protect Contractor supplies, materials, and equipment and the personal property of Contractor employees from loss, damage or theft. The Government assumes no responsibility for theft, damage, etc., of the above.
- C-4.z OTHER CONTRACTS. The Government may undertake or award other contracts, or have lessees performing certain work, and the Contractor shall fully cooperate with such other contractors, lessees, and Government employees and carefully fit his work to such other additional work, as may be directed by the COAR. The Contractor shall not commit or permit any act, which will interfere with the performance of work by another contractor, by a lessee, or by Government employees.
- C-4.aa REPORTS. The Contractor shall, in an accurate and timely manner, prepare all reports, forms, permits etc., as required in this contract or by State law. Reports shall be submitted not later than the 20th of each month.

# **EXHIBITS**

Exhibit C (1-3) Exhibit M Exhibit P

Technical Exhibit 1 (TE-1)

Exhibit T (WAGE DETERMINATION)

All others not used.

Exhibit C (1.1) SHENANGO LAKE WATER DISTRIBUTION SYSTEM COMPONENTS AT SPECIFIC SITES

	Site	<u>Components</u>	Number	Location
Shenango Rec. Area		Water Tower, Well #1	1	
		Chlorination System -Well pit #1		
		-Water Tower	1 1	
		Polyphosphate Feeder Pump	1	One Outside well pit, one water tower
		Cathodic Protection System	1	
Mahaney		Well Pit	4	Four Well pits
Rec. Area		Chlorination System Water Conditioner Sys	3	
		Heat Lamps	1	
			4	

# **Exhibit C (1.2)**

# SHENANGO LAKE WATER DISTRIBUTION SYSTEM OPERATIONAL CHECKS SCHEDULE

<u>Site</u>	<u>Period</u>	Frequency
Shenango Rec.		
Water Tower	1 May - 30 Sept	Twice Weekly
SRA (#1)	1 Oct - 30 April	Weekly
Mahaney Rec.		
Complex & Dwellings	Annually	Weekly
#2 well	1 April - 31 Oct	Weekly
#3 well	mid May - mid Sept	Weekly

# **Exhibit C (1.3)**

# SHENANGO LAKE WATER DISTRIBUTION SYSTEM TYPES OF EQUIPMENT BY SITE

Shenango Water Tower	Site	Equipment Autocon Control System and Control Panel Cathodic Protection System Elevated Storage Tank Pipes Pressure Switches
		Fuses Electrical System
		Mercury Switches
		Precision Chlorinator Pumps
Mahaney		Polyphosphate Feeder Pump Fiberglass Storage Tanks
		CL Pumps
		Pipes
		Pressure Switches
		Heat Lamps
Shenango (winter) well #	1	Storage Tank
		CL Pump
		Pressure Switch

Heat Lamps

# **EXHIBIT M**

# ITEMS FOR PRE-WORK CONFERENCE

- a. Quality Control Plan. A suggested outline for the Contractor Quality Control Plan is contained in Exhibit P.
- b. Contractor Representatives. List of Contractor Representatives and on-site foreman.
- c. Contractor Quality Control Inspector. List of Contractor Quality Control Inspectors.
- d. Emergency Work Personnel. A list, with a minimum of five names, addresses and telephone numbers, of persons who will be available for emergency work.
- e. Emergency Contacts. A prioritized list, including phone numbers, of those persons (normally Contractor Representatives) to call in case of emergencies.
- f. A letter of release and approval from the dump site owners for solid waste disposal with state environmental agency approval indicated.

#### **EXHIBIT P**

# CONTRACTOR'S QUALITY CONTROL PLAN FORMAT

- 1. List method of inspection for each section of the contract.
- 2. List individuls who shall do inspection of each section of contract. List names of authorized Contractor Representatives who will carry out duties such as those of Sections C\_-\_.
- 3. Identify method of identifying deficiencies in quality of services performed before the level of performance is unacceptable.
- 4. Identify method of retaining record of inspections and records of corrective actions taken.
- 5. Accident prevention:
  - A. Policy Statement for accident prevention signed by Contractor.
  - B. Emergency phone numbers.
  - C. Equipment inspection. (list equipment)
  - D. Safety Meetings

    Monthly and 5-minute on the site tool box meeting
  - E. Housekeeping
    At worksites
    At base of operation
  - F. First Aid
    Kits made available
    Training of personnel
  - G. Personal protective equipment
    Types provided
    Method of enforcement
    Maintenance

#### TECHNICAL EXHIBIT 1 (TE-1)

## PERFORMANCE REQUIREMENTS SUMMARY

**METHOD** 

REF. PERFORMANCE

OF

NO. INDICATOR

STANDARD

AQL S

SURVEILLANCE

SEWAGE TREATMENT

**SYSTEMS** 

C-2.h Sewage Testing Requirements

10%

% Random sample

C-2.h.1 Conduct daily tests

Quality: Check and make appropriate alignments according to

specifications in PWS, and applicable source

documents (listed in PWS). Time: As specified in PWS.

C-2.h.2 Conduct Weekly Tests

Quality: Conduct tests according to specifications in PWS, and source documents

(listed in the PWS). Time: As specified in

the PWS

C-2.i Sewage Treatment Plant

Operations and Maintenance

10% Random sample

100% Inspection of

break-downs and

other problems

indicative of

lack of visual and

auditory checks

C-2.i.1 Unlock and lock STP Quality: Unlock and

gates and doors lock to facilitate

operations and discourage unauthorized entrance. Plant shall be secured when Contractor not in position to prevent unauthorized

entrance.

Time: Unlock daily and lock daily from May thru September.

C-2.i.2 Conduct overall visual Quality: Contractor

and auditory check of shall rate any abnoroperations and equip- mal conditions and take

ment.

immediate action when necessary to return to

normal or restart oper-

ations.

Time: Initial check

daily

C-2.i.3 Clean bar screens. Quality: Remove all

> dirt, debris, objects with high pressure hose and by hand, as necessary. Time: Clean 2 times

daily.

C-2.i.4 Check and Adjust Quality: Visually diffusers

check and adjust if

clogged with sludge or overaerating. Time: Once daily from May 1 to September 30.

C-2.i.5 Check and clean wire Quality: Check and

> screens clear of all seeds

> > and debris as needed but at least once a

Time: Check once daily, Clean as needed or at least once a day.

C-2.i.6 Check water height Quality: Water height

> shall be maintained bein aeration tank.

tween 10 and 10.5 feet at all times (May through September 30). Check once

daily and restore height if needed.

Time: Check daily (May 1 to September 30). Clear blockage immediately, as needed.

C-2.i.7 Check and clean gate Quality: Clear gate

valve of blockage or valves between clarifier and aeration repair/replace gate

tanks valve when malfunction-

ing. Valve shall maintain acceptable water heights in aeration tanks. Time: Check on the same day of each week one time a week and clear as needed. Check May 1 to September 30.

C-2.i.8 Monitor sludge level, Quality: The Con-

arrange pump out and tractor shall arrange

removal of sludge removal at least in the

months of May and August or more often as needed to maintain sludge level at 40%. Time: Once in May and August, more often if needed. May through September.

C-2.i.9 Add lime to aeration

tank.

Quality: Add lime as

needed to restore pH levels to between

6.5 and 7.0.

Time: Add lime only after need determined by pH test. Add within 15 minutes of test results. Add between May 1 and

September 30.

C-2.i.10 Adjust Blower time.

Quality: Adjust

blower times

as required to maintain oxygen levels within standards. Monitor dissolved oxygen tests results to deter-

mine need.
Time: Adjust to
maintain standards
within 1 hour of completion of daily test,

May 1 through September 30.

C-2.i.11 Adjust chlorine levels. Quality: Increase or

decrease levels as necessary to maintain standard. Monitor results of daily chlorine residual test to determine adjust-

ment need.

Time: Adjust as necessary within 1 hour of completion of daily chlorine residual test, May 1 through September 30.

C-2.i.12 Monitor Imhoff Test Results and adjust skimmer and return sludge as needed. Quality: Monitor Imhoff test results daily. Check, adjust, and clear skimmer and return sludge as necessary to bring Imhoff test results within

standards.

Time: Monitor test results daily and check, adjust, clear within 1 hour of completion of test, May 1 through September 30.

C-2.i.13 Monitor settlable solids Quality: Monitor,

test results and adjust check, and adjust to return sludge and operate bring settlable solids

skimmer as necessary. levels within standards.

Arrange waste sludge removal as necessary. removal when necessary

to reestablish standards. Time: Complete within 1 hour of completion of daily settlable solids test, May 1 through September 30.

C-2.i.14 Check and maintain Quality: Check blowers. blowers, oil level

belts adjustment, and need for grease daily. Add oil, adjust belts, and grease as necessary to ensure proper

to ensure proper operation.

Time: Check daily, maintain as necessary. Grease blowers one time a week, May 1 to Sep. 30.

C-2.i.15 Clean STP equipment. Quality: Clean daily

to ensure proper operation and compliance with health and sanitation

regulations.

Time: Daily, May 1 to September 30.

C-2.i.16 Maintain STP test Quality: Clean, equipment.

adjust, calibrate and store properly when not in use so as to ensure proper operation. Conduct in accordance with manufacturer's specifications. Time: Clean daily. Adjust and calibrate per manufacturer's specifications. Store when regularly in use.

C-2.i.17 Clean STP premises. Quality: Clean to

ensure proper operation and compliance with health and sanitation regulations.

Time: Once a week or more often as needed to meet quality standard.

C-2.i.18 Winterize STP. Quality: Prepare for 100% inspection

winter such that major damage due to winter conditions is prevented. Time: As ordered.

C-2.i.19 Dewinterize Sewage Quality: 100% Inspection

Treatment Plant Complete all tasks specified

in the PWS so that plant is prepared to operate completely

Time: As ordered

C-2.j LIFT STATION OPERATION AND MAINTENANCE

10% Random sample

C-2.j.1 Gas indicator. Quality: Check for

safety check presence of explosive gases and

adequacy of oxygen before entrance. Contractor shall not enter lift station unless safe to do so. Time: Check prior to each entrance into lift

station.

C-2.j.2 Schedule N/A

C-2.j.3 Operations and Maintenance N/A

manual

C-2.j.4 Tasks

C-2.j.4.1 Check holding tank Quality: Check for

leakage, corrosion, and cracks. Repair as necessary to prevent leakage. Drain condensation. Time: Check 2 times

daily, May 1 through

September 30 Repair as necessary.

C-2.j.4.2 Check and maintain compressors

Quality: Check oil level and add oil as

> necessary. Change oil once a year. Maintain proper belt adjustment. Time: Check 2 times daily, May 1 to September 30

C-2.j.4.3 Restart Compressor

Quality: Ensure the

proper restart and ensure normal operation. Check start switch by switching on and off times. Time: Restart

immediately after all scheduled checks unless repair or other conditions prevent proper restart.

C-2.j.5 Additional tasks for Lift Station #2

C-2.j.5.1 Drain excess oil from

Quality: Drain excess

condenser

Time: Drain daily as specified in

PWS May 1 to September

30.

C-2.j.5.2 Check Operation of Dehumidifier, Sump Pump and Blower

Quality: Register abnormal operations or

> operating conditions and make necessary adjustments and repairs. Equipment shall operate

> > continuously.

Time: Check 2 times a day May 1 to September

30.

Repair immediately.

Notify COR when equipment is out of operation over

24 hours.

C-2.j.5.3 Clean floor, pump area, and clean oil leaks

Quality: Remove all

water, debris and oil

from station floor.

Time: At least two (2) times

monthly.

C-2.k Winterize and Dewinterize

Quality: Complete all

100% Inspection

Dump Stations tasks detailed in the

PWS such that dump stations are fully

protected against freezing.
Time: Complete winterization prior to completion date on work order. Complete dewinterization within seven days of end of plant

operation.

## C-3 WATER DISTRIBUTION SYSTEMS

10% Random sample

# C-3.a Operational Checks

C-3.a.1 Check air compressor, Quality: Check for chlorinator, dehumidifier, proper operational and

pumps, and heaters need for repair. Recog-

nize improper operation and adjust, repair or arrange to have repaired. Shut down immediately if

necessary.

Time: Check according to schedule in Specification. Notify COR of shutdown within 2 hours. Conduct repairs immediately if no parts, equipment, and repairs within capabilities of contractor. Arrange for repairs otherwise.

C-3.a.2 Check electrical and control systems

Quality: Check elec-

trical and control

systems, including
Auto-Con control systems
for proper operation and
damage. Check ground fault
receptacles by pushing
reset button at least once.
Time: Check twice daily.

C-3.a.3 Check switches and gauges

Quality: Check float

switches to ensure they

are not stuck open or closed. Switches shall be adjusted immediately. Check pressure gauges to ensure readings within acceptable ranges. If not, inspect system for problems. Repair or arrange repair as necessary.

Time: Check twice daily.

C-3.a.4 Check heaters, heating Quality: Check for strips, and dehumidifiers proper operation and

> sufficient temperatures as specified in the PWS. Adjust and repair as

necessary.

Time: Check twice daily.

C-3.a.5 Check exterior of pipes and water holding tanks

Quality: Check for leakage rust, and

corrosion. Schedule needed repairs.

Time: Check twice daily

C-3.a.6 Check pump operation Quality: Check pres-

> sure gauges on holding tanks for appropriate pressure ranges. When outside ranges check pump and make adjustments, repairs as necessary. Time: Check twice daily.

C-3.b Maintenance and Repair:

C-3.b.1 Maintain mercury switches controlling pumps and air compressors

Quality: Check, adjust, repair switches within Auto-Con system

> to ensure proper pump and compressor operation. Time: Check during scheduled operational check. Adjust, repair immediately as necessary.

Quality: Check fuses C-3.b.2 Replace fuses in Tub

> Runwell pit Auto-Con control during operational checks

box

and replace as necessary to ensure proper system

operation.

Time: Replace immediately (within 1 hour).

C-3.b.3 Minor repairs on pipes Quality: Conduct

> and holding tanks minor repairs when

> > need recognized during operational checks.

C-3.c Water Treatment: Check chlorine levels and add chlorine mixture as needed

Quality: Check chlorine levels at sites specified and in accor-

dance with specifications

in the PWS.

Time: Check levels during scheduled operational check for each site.

C-3.d Water Tests: Arrange and conduct chlorine residual tests Quality: Conduct chlorine residual test as specified in the PWS.

Time: Conduct tests according

to specifications in PWS.

### **EXHIBIT T**

### WAGE DETERMINATION

## WAGE DETERMINATION NO: 94-2451 REV (25) AREA: PA,PITTSBURGH

WAGE DETERMINATION NO: 94-2451 REV (25) AREA: PA, PITTSBURGH REGISTER OF WAGE DETERMINATIONS UNDER U.S. DEPARTMENT OF LABOR \*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*

WASHINGTON D.C. 20210

Wage Determination No.: 1994-2451 Revision No.: 25 William W.Gross Division of Wage Determinations

Date Of Last Revision: 05/27/2004

States: Ohio, Pennsylvania

Area: Ohio Counties of Belmont, Harrison, Jefferson, Tuscarawas Pennsylvania Counties of Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Potter, Somerset, Venango, Warren, Washington, Westmoreland

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

#### OCCUPATION CODE - TITLE MINIMUM WAGE RATE

01000 -	Administrative Support and Clerical Occupations	
01011	- Accounting Clerk I	11.00
01012	- Accounting Clerk II	12.04
01013	- Accounting Clerk III	14.97
01014	- Accounting Clerk IV	20.33
01030	- Court Reporter	16.16
01050	- Dispatcher, Motor Vehicle	13.01
01060	- Document Preparation Clerk	11.66
01070	- Messenger (Courier)	9.61
01090	- Duplicating Machine Operator	10.49
01110	- Film/Tape Librarian	12.05
01115	- General Clerk I	8.54
01116	- General Clerk II	9.53
01117	- General Clerk III	11.76
01118	- General Clerk IV	13.35
01120	- Housing Referral Assistant	17.32
01131	- Key Entry Operator I	9.14
01132	- Key Entry Operator II	11.13
01191	- Order Clerk I	11.97
01192	- Order Clerk II	14.31
01261	- Personnel Assistant (Employment) I	12.42
01262	- Personnel Assistant (Employment) II	13.84
01263	- Personnel Assistant (Employment) III	14.49
01264	- Personnel Assistant (Employment) IV	17.92
01270	- Production Control Clerk	16.67
01290	- Rental Clerk	12.05
01300	- Scheduler, Maintenance	13.74
01311	- Secretary I	13.74

Page 80 of 86

01312	- Secretary II	15.20
01313	- Secretary III	17.32
	- Secretary IV	19.23
	- Secretary V	21.35
	- Service Order Dispatcher	13.26
	- Stenographer I	12.79
	- Stenographer II	14.30
	- Supply Technician Survey Worker (Interviewer)	19.23 11.51
	- Survey Worker (Interviewer) - Switchboard Operator-Receptionist	9.80
	- Test Examiner	14.23
	- Test Proctor	14.23
	- Travel Clerk I	10.17
	- Travel Clerk II	10.90
01533	- Travel Clerk III	11.71
01611	- Word Processor I	11.61
01612	- Word Processor II	15.43
	- Word Processor III	16.54
	Automatic Data Processing Occupations	
	- Computer Data Librarian	12.74
	- Computer Operator I	12.74
	- Computer Operator II	13.99
	- Computer Operator III	18.29
	- Computer Operator IV	20.32 22.49
	- Computer Operator V	19.92
	- Computer Programmer I (1) - Computer Programmer II (1)	22.65
	- Computer Programmer III (1)	27.18
	- Computer Programmer IV (1)	27.10
	- Computer Systems Analyst I (1)	21.53
	- Computer Systems Analyst II (1)	27.48
	- Computer Systems Analyst III (1)	27.62
	- Peripheral Equipment Operator	13.96
05000 -	Automotive Service Occupations	
05005	- Automotive Body Repairer, Fiberglass	16.80
	- Automotive Glass Installer	15.60
	- Automotive Worker	15.60
	- Electrician, Automotive	16.22
	- Mobile Equipment Servicer	14.46
	- Motor Equipment Metal Mechanic	16.80
	- Motor Equipment Metal Worker	15.60
	- Motor Vehicle Mechanic - Motor Vehicle Mechanic Helper	17.06 13.89
	- Motor Vehicle Upholstery Worker	15.03
	- Motor Vehicle Wrecker	15.60
	- Painter, Automotive	16.22
	- Radiator Repair Specialist	15.60
	- Tire Repairer	13.96
	- Transmission Repair Specialist	16.80
	Food Preparation and Service Occupations	
	set) - Food Service Worker	8.61
07010	- Baker	10.98
07041	- Cook I	10.16
07042	- Cook II	10.98
	- Dishwasher	8.33
	- Meat Cutter	11.08
	- Waiter/Waitress	8.86
	Furniture Maintenance and Repair Occupations	16 00
	- Electrostatic Spray Painter	16.22
	- Furniture Handler - Furniture Refinisher	12.62 16.22
	- Furniture Refinisher Helper	13.89
	- Furniture Repairer, Minor	15.03
	- Upholsterer	16.22
	General Services and Support Occupations	
	- Cleaner, Vehicles	8.44

Page 81 of 86

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11060	- Elevator Operator	11.02
11090	- Gardener	11.01
11121	- House Keeping Aid I	9.27
	- House Keeping Aid II	9.94
	- Janitor - Laborer, Grounds Maintenance	12.12 9.60
	- Maid or Houseman	9.60
	- Pest Controller	12.21
	- Refuse Collector	12.12
	- Tractor Operator	10.60
	- Window Cleaner	12.89
12000 -	Health Occupations	
12020	- Dental Assistant	10.93
	- Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.02
	- Licensed Practical Nurse I	12.06
	- Licensed Practical Nurse II	13.55
	- Licensed Practical Nurse III	15.15
	- Medical Assistant	10.66
	- Medical Laboratory Technician - Medical Record Clerk	14.22 $11.24$
	- Medical Record Clerk - Medical Record Technician	13.57
	- Nursing Assistant I	8.03
	- Nursing Assistant II	9.03
	- Nursing Assistant III	9.85
	- Nursing Assistant IV	11.05
	- Pharmacy Technician	12.19
	- Phlebotomist	12.93
	- Registered Nurse I	19.83
	- Registered Nurse II	22.11
	- Registered Nurse II, Specialist	22.11
	- Registered Nurse III	27.91
	- Registered Nurse III, Anesthetist	27.94
	- Registered Nurse IV	29.41
	Information and Arts Occupations	1 6 01
	- Audiovisual Librarian - Exhibits Specialist I	16.81 20.46
	- Exhibits Specialist II	26.40
13012	- Exhibits Specialist III	28.16
	- Illustrator I	17.66
	- Illustrator II	22.51
13043	- Illustrator III	24.32
13047	- Librarian	24.58
13050	- Library Technician	13.89
	- Photographer I	13.80
	- Photographer II	16.58
	- Photographer III	21.13
	- Photographer IV	22.83
	- Photographer V	27.60
	Laundry, Dry Cleaning, Pressing and Related Occupations - Assembler	8.25
	- Counter Attendant	8.25
	- Dry Cleaner	10.11
	- Finisher, Flatwork, Machine	8.25
	- Presser, Hand	8.25
15100	- Presser, Machine, Drycleaning	8.25
15130	- Presser, Machine, Shirts	8.25
	- Presser, Machine, Wearing Apparel, Laundry	8.25
	- Sewing Machine Operator	10.80
	- Tailor	11.48
	- Washer, Machine	8.94
	Machine Tool Operation and Repair Occupations	16 01
	- Machine-Tool Operator (Toolroom)	16.21
	- Tool and Die Maker Material Handling and Packing Occupations	22.76
	- Fuel Distribution System Operator	16.62
	- Material Coordinator	16.89
21020		_0.00

Page 82 of 86

	- Material Expediter	16.89
	- Material Handling Laborer	16.45
	- Order Filler	13.89
	- Forklift Operator	13.92
	- Production Line Worker (Food Processing)	14.60
	- Shipping/Receiving Clerk	13.72
	- Shipping Packer	13.72
	- Store Worker I	11.08
	- Stock Clerk (Shelf Stocker; Store Worker II)	14.06
	- Tools and Parts Attendant	13.61
	- Warehouse Specialist	13.92
	Mechanics and Maintenance and Repair Occupations	10 71
	- Aircraft Mechanic - Aircraft Mechanic Helper	18.71 14.78
		19.32
	- Aircraft Quality Control Inspector - Aircraft Servicer	16.37
	- Aircraft Worker	17.25
	- Appliance Mechanic	16.73
	- Bicycle Repairer	13.96
	- Cable Splicer	21.69
	- Carpenter, Maintenance	17.47
	- Carpet Layer	17.94
	- Electrician, Maintenance	20.74
	- Electronics Technician, Maintenance I	18.40
	- Electronics Technician, Maintenance II	21.70
	- Electronics Technician, Maintenance III	23.74
	- Fabric Worker	15.03
	- Fire Alarm System Mechanic	17.58
	- Fire Extinguisher Repairer	15.55
	- Fuel Distribution System Mechanic	19.32
	- General Maintenance Worker	15.60
	- Heating, Refrigeration and Air Conditioning Mechanic	17.24
	- Heavy Equipment Mechanic	16.97
	- Heavy Equipment Operator	18.48
	- Instrument Mechanic	19.10
23470	- Laborer	13.37
23500	- Locksmith	18.41
23530	- Machinery Maintenance Mechanic	18.66
23550	- Machinist, Maintenance	18.41
23580	- Maintenance Trades Helper	13.89
	- Millwright	18.76
	- Office Appliance Repairer	18.41
	- Painter, Aircraft	17.26
	- Painter, Maintenance	18.40
23790	- Pipefitter, Maintenance	22.74
	- Plumber, Maintenance	18.65
	- Pneudraulic Systems Mechanic	19.10
	- Rigger	19.10
	- Scale Mechanic	17.48
	- Sheet-Metal Worker, Maintenance	18.88
	- Small Engine Mechanic	15.60
	- Telecommunication Mechanic I	17.36
	- Telecommunication Mechanic II	17.83
	- Telephone Lineman	17.58
	- Welder, Combination, Maintenance - Well Driller	16.81 16.80
	- Well Driller - Woodcraft Worker	16.80
	- Woodcraft worker - Woodworker	14.45
	Personal Needs Occupations	14.43
	- Child Care Attendant	9.40
	- Child Care Center Clerk	8.86
	- Chore Aid	8.92
	- Homemaker	10.89
	Plant and System Operation Occupations	20.00
	- Boiler Tender	20.78
	- Sewage Plant Operator	18.37
	- · · · · · · · · · · · · · · · · · · ·	

Page 83 of 86

	C
25070 - Stationary Engineer	20.78
25190 - Ventilation Equipment Tender	15.28
25210 - Water Treatment Plant Operator	17.84
27000 - Protective Service Occupations (not set) - Police Officer	22.56
27004 - Alarm Monitor	13.53
27006 - Corrections Officer	19.31
27010 - Court Security Officer	19.98
27040 - Detention Officer	19.31
27070 - Firefighter	19.87
27101 - Guard I	8.48
27102 - Guard II	13.74
28000 - Stevedoring/Longshoremen Occupations 28010 - Blocker and Bracer	16.21
28020 - Hatch Tender	16.21
28030 - Line Handler	16.21
28040 - Stevedore I	15.30
28050 - Stevedore II	16.52
29000 - Technical Occupations	
21150 - Graphic Artist	18.69
29010 - Air Traffic Control Specialist, Center (2) 29011 - Air Traffic Control Specialist, Station (2)	29.33 20.22
29011 - Air Traffic Control Specialist, Station (2) 29012 - Air Traffic Control Specialist, Terminal (2)	20.22
29023 - Archeological Technician I	14.84
29024 - Archeological Technician II	16.62
29025 - Archeological Technician III	20.55
29030 - Cartographic Technician	22.35
29035 - Computer Based Training (CBT) Specialist/ Instructor	24.32
29040 - Civil Engineering Technician	20.74
29061 - Drafter I 29062 - Drafter II	12.82 16.27
29063 - Drafter III	19.55
29064 - Drafter IV	25.09
29081 - Engineering Technician I	16.06
29082 - Engineering Technician II	18.06
29083 - Engineering Technician III	20.98
29084 - Engineering Technician IV	24.00
29085 - Engineering Technician V	27.48
29086 - Engineering Technician VI 29090 - Environmental Technician	33.22 17.43
29100 - Flight Simulator/Instructor (Pilot)	27.48
29160 - Instructor	22.54
29210 - Laboratory Technician	18.37
29240 - Mathematical Technician	25.09
29361 - Paralegal/Legal Assistant I	14.45
29362 - Paralegal/Legal Assistant II	18.81
29363 - Paralegal/Legal Assistant III	22.27
29364 - Paralegal/Legal Assistant IV 29390 - Photooptics Technician	22.93 22.06
29480 - Technical Writer	21.39
29491 - Unexploded Ordnance (UXO) Technician I	18.64
29492 - Unexploded Ordnance (UXO) Technician II	22.55
29493 - Unexploded Ordnance (UXO) Technician III	27.03
29494 - Unexploded (UXO) Safety Escort	18.64
29495 - Unexploded (UXO) Sweep Personnel	18.64
29620 - Weather Observer, Senior (3)	21.00
29621 - Weather Observer, Combined Upper Air and Surface Programs (3) 29622 - Weather Observer, Upper Air (3)	20.06 20.06
31000 - Transportation/ Mobile Equipment Operation Occupations	20.00
31030 - Bus Driver	17.12
31260 - Parking and Lot Attendant	9.00
31290 - Shuttle Bus Driver	14.50
31300 - Taxi Driver	9.93
31361 - Truckdriver, Light Truck	13.63
31362 - Truckdriver, Medium Truck	15.88
31363 - Truckdriver, Heavy Truck	16.28

Page 84 of 86

	- Truckdriver, Tractor-Trailer Miscellaneous Occupations	16.61
	- Animal Caretaker	9.38
	- Cashier	7.45
	- Carnival Equipment Operator	9.78
	- Carnival Equipment Repairer	10.16
	- Carnival Worker	8.33
99050	- Desk Clerk	7.70
99095	- Embalmer	18.64
99300	- Lifeguard	8.91
99310	- Mortician	19.44
99350	- Park Attendant (Aide)	11.19
99400	- Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.91
99500	- Recreation Specialist	12.61
99510	- Recycling Worker	14.23
99610	- Sales Clerk	8.87
99620	- School Crossing Guard (Crosswalk Attendant)	8.33
99630	- Sport Official	7.74
99658	- Survey Party Chief (Chief of Party)	14.32
	- Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	
	- Surveying Aide	8.53
	- Swimming Pool Operator	15.10
	- Vending Machine Attendant	13.41
	- Vending Machine Repairer	15.10
99740	- Vending Machine Repairer Helper	13.41

#### ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, 4 weeks after 15 years, and 5 weeks after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes

work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

## \*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees

shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.